

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI197524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Betfair Interactive US LLC		04/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Wilmington Trust (London) Limited, as Security Agent		
Street Address:	1 King's Arms Yard		
Internal Address:	3rd Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88472643	SAME GAME PARLAY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2129061200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M Amaru		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049268-0588		
NAME OF SUBMITTER:	Angela Amaru		
SIGNATURE:	Angela Amaru		
DATE SIGNED:	04/29/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2024 (this “Agreement”), is made by BETFAIR INTERACTIVE US LLC, a Delaware limited liability company (the “Pledgor”) in favor of WILMINGTON TRUST (LONDON) LIMITED, as security agent and trustee for the Secured Parties (in such capacity, the “Security Agent”).

WHEREAS, the Pledgor entered into that certain U.S. Collateral Agreement dated as of April 29, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) between the Pledgor, the other pledgors party thereto and the Security Agent, pursuant to which the Pledgor pledged and granted to the Security Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, the Pledgor is required to execute and deliver this Agreement in order to record the security interest granted to the Security Agent with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined in this Agreement have the respective meanings given to them (including by reference) in the Collateral Agreement.

SECTION 2. Grant of Security Interest.

(a) The Pledgor hereby assigns and pledges to the Security Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Security Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any of all of the following now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as security for the payment or performance, as the case may be, in full of the Secured Obligations:

- (i) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof and all renewals thereof, including those United States trademark and service mark registrations and applications listed on Schedule I attached hereto;
- (ii) all goodwill associated therewith or symbolized thereby;

- (iii) the right to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing; and
- (iv) products and proceeds (including insurance proceeds, licenses, royalties, income, payments, claims, damages and proceeds of suit) and to the extent not otherwise included, all proceeds and products of any and all of the foregoing.

(b) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in (and the Trademark Collateral shall not include) any “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely for the period which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent, for the benefit of the Secured Parties, pursuant to the Collateral Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

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IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BETFAIR INTERACTIVE US LLC

By: 
Name: David Jennings
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

U.S. Trademark and Service Mark Registrations and Applications

Mark	Serial Number Application Date	Registration Number Registration Date
SAME GAME PARLAY	88472643 13-JUN-2019	6695874 05-APR-2022