

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402025

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vivid Seats LLC		10/12/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3614140	VIVID SEATS
Registration Number:	5034796	WIN-SURANCE
Serial Number:	86339161	SKYBOX
Serial Number:	86339197	SKYBOX TICKET RESALE PLATFORM
Serial Number:	86753919	VIVID SEATS
Serial Number:	86765885	VIVID VALUES
Serial Number:	86765894	DON'T JUST SIT THERE. . .
Serial Number:	86765964	MORE THAN TICKETS, VIVID SEATS. . .
Serial Number:	86753886	VS

CORRESPONDENCE DATA

Fax Number: 2123037064

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.

Phone: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue

Address Line 2: 28th Floor

CH \$240.00 3614140

Address Line 4:	New York, NEW YORK 10166
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	10/14/2016
Total Attachments: 5 source=Vivid Seats - 1st Lien Trademark Security Agreement (Executed)#page1.tif source=Vivid Seats - 1st Lien Trademark Security Agreement (Executed)#page2.tif source=Vivid Seats - 1st Lien Trademark Security Agreement (Executed)#page3.tif source=Vivid Seats - 1st Lien Trademark Security Agreement (Executed)#page4.tif source=Vivid Seats - 1st Lien Trademark Security Agreement (Executed)#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of October 12, 2016 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain First Lien Credit Agreement, dated as of 12, 2016 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Vivid Seats LLC, a Delaware limited liability company (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a first priority Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and

[First Lien Trademark Security Agreement]

affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

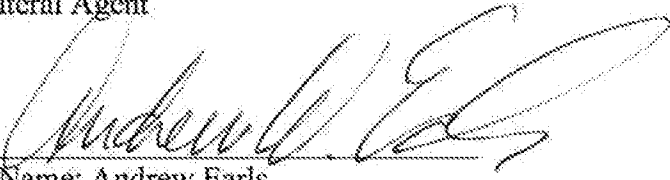
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Andrew Earls
Title: Authorized Signatory


[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005901 FRAME: 0005

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

PLEDGOR:

VIVID SEATS LLC,
a Delaware limited liability company

By: 

Name: Jerry Bednyak

Title: Co-Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005901 FRAME: 0006

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Registered Trademarks and service marks:

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
VIVID SEATS	U.S. Federal	3614140	04/28/2009	Registered	Vivid Seats LLC
WIN-SURANCE	U.S. Federal	5034796	09/06/2016	Registered	Vivid Seats LLC

United States Trademark Applications:

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
SKYBOX	U.S. Federal	86339161	07/16/2014	Pending	Vivid Seats LLC
SKYBOX TICKET RESALE PLATFORM	U.S. Federal	86339197	07/16/2014	Pending	Vivid Seats LLC
VIVID SEATS	U.S. Federal	86753919	09/11/2015	Pending	Vivid Seats LLC
VIVID VALUES	U.S. Federal	86765885	09/23/2015	Pending	Vivid Seats LLC
DON'T JUST SIT THERE...	U.S. Federal	86765894	09/23/2015	Pending	Vivid Seats LLC
MORE THAN TICKETS, VIVID SEATS...	U.S. Federal	86765964	09/23/2015	Pending	Vivid Seats LLC
	U.S. Federal	86753886	09/11/2015	Pending ¹	Vivid Seats LLC

¹ This trademark should register within 30 days.