

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405021

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Queue Ticketing, LLC		02/10/2016	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EVENTBRITE, INC.		
<b>Street Address:</b>	155 5TH STREET		
<b>Internal Address:</b>	7TH FLOOR		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86529953	QUEUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156597357		
<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>			
<b>Phone:</b>	415.836.2557		
<b>Email:</b>	tmdocket@dlapiper.com		
<b>Correspondent Name:</b>	Heather Dunn		
<b>Address Line 1:</b>	555 Mission Street, Suite 2400		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>NAME OF SUBMITTER:</b>	Stephanie L. Hall		
<b>SIGNATURE:</b>	/Stephanie L. Hall/		
<b>DATE SIGNED:</b>	11/09/2016		
<b>Total Attachments: 6</b>			
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## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "**Agreement**") is made effective February 10, 2016, by and between Queue Ticketing, LLC, a California limited liability company ("**Assignor**") and Eventbrite, Inc., a Delaware corporation ("**Assignee**").

### **RECITALS**

**A.** Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "**Marks**").

**B.** Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "**Asset Purchase Agreement**"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

**C.** Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby.

**D.** Assignor is conveying the Marks to Assignee as part of the transfer of the Purchased Assets (as defined in the Asset Purchase Agreement) of a going business.

**E.** The execution and delivery of this Agreement is a condition to Closing under the Asset Purchase Agreement.

**NOW, THEREFORE**, in consideration of the premises set forth above and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Terms. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

2. Authorization. Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. Assignor hereby warrants that it is the sole owner of the Marks. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Agreement, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no

further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Agreement.

3. Miscellaneous.

a. Assignment; Successors-in-Interest. This Agreement may be assigned by Assignee (a) to a Subsidiary of Assignee, or (b) upon a change of control; provided, however, that any such assignee agrees in writing to be bound by the terms and conditions of this Agreement and to satisfy all of the obligations of Assignee hereunder.

b. Counterparts. This Agreement may be executed in one or more counterparts (which may be by facsimile or other electronic transmission) and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

c. Controlling Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California without reference to California's choice of law rules.

d. Integration. This Agreement and the other Transaction Documents contain the complete agreement between the parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, agreements and other representations or communications, whether oral or written between the parties with respect thereto.

e. Amendments; Waivers. This Agreement may not be amended except in writing signed by Assignor and the Assignee. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No failure or delay on the part of any party hereto to exercise any right or remedy under this Agreement shall operate as a waiver of such right or remedy, and no single or partial exercise of any such right or remedy shall preclude any other or further exercise thereof. No party shall be deemed to have waived any claim arising out of this Agreement, or any right or remedy under this Agreement, unless the waiver of such claim, right or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party.

f. Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law which renders any such provision prohibited or unenforceable in any respect.

g. Certain Interpretations. (a) The word "including" when used herein shall be deemed to be followed by the words "without limitation". (b) The headings set forth in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. (c) The meanings given to terms defined herein will be equally applicable to both the

singular and plural forms of such terms. (d) The parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document. (e) For purposes of this Agreement, whenever the context requires, (i) the singular number will include the plural, and vice versa; (ii) the masculine gender will include the feminine and neuter genders; (iii) the feminine gender will include the masculine and neuter genders; and (iv) the neuter gender will include the masculine and feminine genders.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

QUEUE TICKETING, LLC

By: [Signature]  
Name: GABRIEL PATTERSON  
Title: CEO

NOTARIZATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF Sacramento } ss.

On February 8, 2016, before me, Jenny Gossen, Notary Public, personally appeared Gabriel Patterson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public



{SEAL}

My Commission Expires: March 31, 2017  
Date

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNEE:

EVENTBRITE, INC.

By: [Signature]

Name: Mark Rubash  
Title: Chief Financial Officer

NOTARIZATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

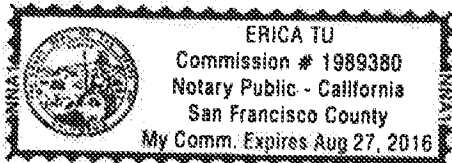
STATE OF CALIFORNIA }  
COUNTY OF SAN FRANCISCO } ss.

On FEBRUARY 10, 2016, before me, ERICA TU, Notary Public, personally appeared MARK JEFFREY RUBASH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public



(SEAL)

My Commission Expires: AUGUST 27, 2016  
Date

**Exhibit A**

**Marks**

<i>Mark</i>	<i>Jurisdiction</i>	<i>Serial No. &amp; Date</i>	<i>Registration No. &amp; Date</i>
Queue	USPTO	86529953 – 02/10/2015	4,812,231 – 09/15/2015

*Exhibit A - Trademark Assignment*