

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410672

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TICKETBISCUIT, LLC		12/29/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86974277	WHISTLETIX	
<b>Serial Number:</b>	86777812	STATECHAMPS	
<b>Serial Number:</b>	86777828	SHARE AND TEAR	
<b>Serial Number:</b>	86134731	TUTUTIX	
<b>Serial Number:</b>	86160134	SEATPOWER	
<b>Serial Number:</b>	86251593	SLASHMACHINE	
<b>Serial Number:</b>	86251066	SLASHPASS	
<b>Serial Number:</b>	86138702	TUTUCAST	
<b>Serial Number:</b>	85230193	ALL IN PRICE	
<b>Serial Number:</b>	77531285	BATTLE PASS	
<b>Serial Number:</b>	77139322	TICKET BISCUIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>	919-314-3086		
<b>Email:</b>	diligencereview@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		

CH \$290.00 86974277

**Address Line 1:** 406 BLACKWELL STREET  
**Address Line 2:** SUITE 240  
**Address Line 4:** DURHAM, NORTH CAROLINA 27701

<b>NAME OF SUBMITTER:</b>	Nicholas Nance
<b>SIGNATURE:</b>	/NicholasNance-adb/
<b>DATE SIGNED:</b>	12/30/2016

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 29, 2016 by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and TICKETBISCUIT, LLC, a Delaware limited liability company ("*Grantor*").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this

Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

5120 Cyrus Circle, Suite 100  
Birmingham, AL 35242

**TICKETBISCUIT, LLC**

By:  \_\_\_\_\_

Name: Jeff Gale

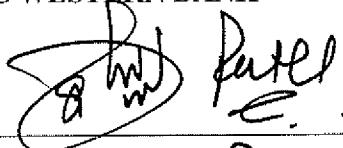
Title: CEO

**BANK:**

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

**PACIFIC WESTERN BANK**

By:  \_\_\_\_\_

Name: DHRUV PATEL

Title: VP

EXHIBIT A  
COPYRIGHTS

Description	Registration Number	Registration Date
NONE.		

EXHIBIT B

PATENTS

<u>Description</u>	<u>Application Number OR Patent Number</u>	<u>Application OR Filing Date</u>
NONE.		

EXHIBIT C  
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
WHISTLETIX	86974277	4/13/2016
STATECHAMPS	86777812	10/5/2015
SHARE AND TEAR	86777828	10/5/2015
TUTUTIX	86134731	12/4/2013
SEATPOWER	86160134	1/8/2014
SLASHMACHINE	86251593	4/14/2014
SLASHPASS	86251066	4/14/2014
TUTUCAST	86138702	12/9/2013
ALL IN PRICE	85230193	1/31/2011
BATTLE PASS	77531285	7/25/2008
TICKET BISCUIT	77139322	4/1/2008