

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRO EM OPERATIONS, LLC		05/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HARBERT CREDIT SOLUTIONS FUND IV, L.P.		
Street Address:	618 CHURCH STREET		
Internal Address:	SUITE 500		
City:	NASHVILLE		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3717856	PRO EM	
Registration Number:	3679012	THE EVENT RETREAT	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com, sandraday@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	043507-001		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	05/31/2017		
Total Attachments: 3 source=IP Security#page1.tif			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made this 31st day of May, 2017, between PRO EM OPERATIONS, LLC, a Delaware limited liability company, having a place of business at 205 Wild Basin Road, South Building 3, Suite 100, Austin, Texas 78746 (“Grantor”), and HARBERT CREDIT SOLUTIONS FUND IV, L.P., a Delaware limited partnership in its capacity as collateral agent, having a place of business at 618 Church Street, Suite 500, Nashville, TN 37219 (“Lender”).

WHEREAS, Grantor owns the Trademarks (defined below) listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, PRO EM HOLDINGS, LLC, a Delaware limited liability company, the lenders party thereto, and Lender have entered into that certain Senior Subordinated Loan Agreement dated as of May 31, 2017 (as the same may hereafter be amended, restated, modified or supplemented from time to time, the “Loan Agreement”);

WHEREAS, pursuant to the terms of the Security Agreement dated as of May 31, 2017, between Grantor and Lender (the “Security Agreement”), Grantor has granted to Lender a security interest in all of its and to the all trademark and service mark rights, of Grantor, and all applications and registrations to issue therefrom for the full term and any renewals thereof, all statutory and common-law trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications to register in connection therewith, under the laws of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, for the full term and all renewals thereof (the “Trademarks”), as collateral to secure the Obligations (as defined in the Security Agreement);


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the “IP Collateral”): all of such Grantor’s right, title and interest in and to the Trademarks, including all proceeds and products of any and all of the foregoing.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of New York as in effect from time to time.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be duly executed and delivered as of the date first above written.

PRO EM OPERATIONS, LLC

By: 

Brady Castro
Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

Registered Trademarks					
Country	Word Mark	Owner	Registration No.	Serial No.	Registration Date
USA	The Event Retreat	Operations	3679012	77636256	September 8, 2009
USA	Pro EM	Operations	3717856	77669673	December 1, 2009

Pending Trademark Applications				
Country	Word Mark	Owner	Serial No.	Filing Date
NONE	NONE	NONE	NONE	NONE