

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433399

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vivid Seats LLC		06/30/2017	Limited Liability Company: DELAWARE
World Ticket Source, LLC		06/30/2017	Limited Liability Company: DELAWARE
Active Ticket Company LP		06/30/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 7th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: ENGLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	86765964	MORE THAN TICKETS, VIVID SEATS. . .
Serial Number:	86765885	VIVID VALUES
Serial Number:	86753898	VIVIDSEATS
Serial Number:	86753886	VS
Serial Number:	86765911	WIN-SURANCE
Serial Number:	77537543	VIVID SEATS
Serial Number:	87271960	VIVIDSEATS
Serial Number:	87230620	FAN AMBASSADOR
Serial Number:	87230562	THE MORE YOU SEE, THE MORE YOU SAVE
Serial Number:	87229094	FANDEMONIUM
Serial Number:	87190496	ACTIVE TICKET COMPANY
Serial Number:	87190495	ACTIVE TICKET COMPANY
Serial Number:	86911644	SEE MORE. SIT CLOSER.
Serial Number:	86753919	VIVID SEATS
Serial Number:	86339197	SKYBOX TICKET RESALE PLATFORM

CH \$465.00 86765964

Property Type	Number	Word Mark
Serial Number:	86339161	SKYBOX
Serial Number:	87190490	WORLD TICKETSOURCE
Serial Number:	87190493	WORLD TICKET SOURCE

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, 28th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	91825.00098 1L
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	06/30/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2017 (this “Agreement”), among the grantors identified on the signature page(s) hereto (each, a “Grantor”) and Barclays Bank PLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Hoya Midco, LLC, a Delaware limited liability company (the “Borrower”), Hoya Intermediate, LLC, a Delaware limited liability company (“Holdings”) the Lenders and Issuing Banks from time to time party thereto and Barclays Bank PLC, as Administrative Agent and (b) the First Lien Collateral Agreement dated of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement, and if not defined therein, the meanings specified in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States Trademark applications and registrations, including the registrations and applications therefor as listed on Schedule I attached hereto (the “Trademark Collateral”), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses associated with or symbolized by the Trademark Collateral and (iv) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the Trademark Collateral. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the Security Interest under this Agreement.

Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VIVID SEATS LLC, as Grantor

By: 

Name: Frank Petito

Title: Chief Financial Officer

WORLD TICKET SOURCE, LLC, as Grantor

By: 

Name: Frank Petito

Title: Chief Financial Officer

ACTIVE TICKET COMPANY LP, as Grantor

By: 

Name: Frank Petito

Title: Chief Financial Officer

[Signature Page to the Cubs First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006096 FRAME: 0228


BARCLAYS BANK PLC, as Collateral
Agent

By: 
Name: Robert Chen
Title: Managing Director

[Signature Page to the Cubs First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006096 FRAME: 0229

Schedule I

Trademark	Registration Number	Application Number	Application Date	Registration Date	Status	Current Owner
MORE THAN TICKETS, VIVID SEATS. . .	5153713	86765964	9/23/2015	3/7/2017	REGISTERED	VIVID SEATS LLC
VIVID VALUES	5153712	86765885	9/23/2015	3/7/2017	REGISTERED	VIVID SEATS LLC
VIVIDSEATS	5153703	86753898	9/11/2015	3/7/2017	REGISTERED	VIVID SEATS LLC
	5057489	86753886	9/11/2015	10/11/2016	REGISTERED	VIVID SEATS LLC
WIN-SURANCE	5034796	86765911	9/23/2015	9/6/2016	REGISTERED	VIVID SEATS LLC
VIVID SEATS	3614140	77537543	8/1/2008	4/28/2009	REGISTERED	VIVID SEATS LLC
VIVIDSEATS		87271960	12/16/2016		PENDING	VIVID SEATS LLC
FAN AMBASSADOR		87230620	11/8/2016		PENDING	VIVID SEATS LLC
THE MORE YOU SEE, THE MORE YOU SAVE		87230562	11/8/2016		PENDING	VIVID SEATS LLC
FANDEMONIUM		87229094	11/7/2016		PENDING	VIVID SEATS LLC
ACTIVE TICKET COMPANY		87190496	10/1/2016		PENDING	ACTIVE TICKET COMPANY LP
ACTIVE TICKET COMPANY		87190495	10/1/2016		PENDING	ACTIVE TICKET COMPANY LP
SEE MORE. SIT CLOSER.	5169537	86911644	2/18/2016	3/28/2017	REGISTERED	VIVID SEATS LLC
VIVID SEATS		86753919	9/11/2015		PUBLISHED (PENDING)	VIVID SEATS LLC
SKYBOX TICKET RESALE PLATFORM		86339197	7/16/2014		PENDING	VIVID SEATS LLC
SKYBOX		86339161	7/16/2014		PENDING	VIVID SEATS LLC
WORLD TICKET SOURCE (STYLIZED.DESIGN)		87190490	10/01/2016		PUBLISHED (PENDING)	WORLD TICKET SOURCE, LLC
WORLD TICKET SOURCE (STANDARD CHARACTER MARK)		87190493	10/01/2016		PUBLISHED (PENDING)	WORLD TICKET SOURCE, LLC