

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433622

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:	U.S. Bank National Association		
Street Address:	214 N. Tryon Street, 27th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5153713	MORE THAN TICKETS, VIVID SEATS. . .	
Registration Number:	5153712	VIVID VALUES	
Registration Number:	5153703	VIVIDSEATS	
Registration Number:	5057489	VS	
Registration Number:	5034796	WIN-SURANCE	
Registration Number:	3614140	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	

OP \$465.00 5153713

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

CORRESPONDENCE DATA

Fax Number: 2029567069

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: (202) 956-7685

Email: carrierr@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Rita M. Carrier

Address Line 1: 1700 New York Avenue, N.W., Suite 700

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: Washington, D.C. 20006-5215

NAME OF SUBMITTER:	Rita M. Carrier
SIGNATURE:	/Rita M. Carrier/
DATE SIGNED:	07/03/2017

Total Attachments: 5

source=SC1-#4438301-v1-Cubs_-_2L_Trademark_Security_Agreement_(Executed)#page1.tif

source=SC1-#4438301-v1-Cubs_-_2L_Trademark_Security_Agreement_(Executed)#page2.tif

source=SC1-#4438301-v1-Cubs_-_2L_Trademark_Security_Agreement_(Executed)#page3.tif

source=SC1-#4438301-v1-Cubs_-_2L_Trademark_Security_Agreement_(Executed)#page4.tif

source=SC1-#4438301-v1-Cubs_-_2L_Trademark_Security_Agreement_(Executed)#page5.tif

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

Reference is made to (a) the Second 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 from time to time party thereto and U.S. Bank National Association, as Administrative Agent and Collateral Agent and (b) the Second 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 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 as consideration for Loans previously made. 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 Perito

Title: Chief Financial Officer

WORLD TICKET SOURCE, LLC, as Grantor

By: 

Name: Frank Perito

Title: Chief Financial Officer

ACTIVE TICKET COMPANY LP, as Grantor

By: 

Name: Frank Perito


Title: Chief Financial Officer

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

TRADEMARK
REEL: 006097 FRAME: 0532

U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent

By:
Name:
Title:




Lisa Dowd
Assistant Vice President

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

TRADEMARK
REEL: 006097 FRAME: 0533

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
	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