

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM434072

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eventbrite, Inc.		06/30/2017	Corporation:

RECEIVING PARTY DATA

Name:	Venture Lending & Leasing VII, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND
Name:	Venture Lending & Leasing VIII, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4424102	EVENTBRITE
Registration Number:	3680905	EVENTBRITE
Registration Number:	4124918	AT THE DOOR
Registration Number:	4209367	AT THE DOOR
Registration Number:	4424099	EVENTBRITE
Registration Number:	4424100	E
Registration Number:	4969174	RALLY
Registration Number:	4812231	QUEUE
Serial Number:	87273563	EVENTBRITE VENUE
Serial Number:	87273578	EVENTBRITE FOR VENUES

CORRESPONDENCE DATA

Fax Number: 4157774961

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 415 981 1400
Email: nsust@greeneradovsky.com
Correspondent Name: JEFFREY T. KLUGMAN
Address Line 1: FOUR EMBARCADERO CENTER, SUITE 4000
Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

NAME OF SUBMITTER:	JEFFREY T. KLUGMAN
SIGNATURE:	/JEFFREY T. KLUGMAN/
DATE SIGNED:	07/06/2017

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of June 30, 2017, between EVENTBRITE, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VII, INC. ("VLL7") and VENTURE LENDING & LEASING VIII, INC. ("VLL8"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the timely payment and performance of all of Grantor's Obligations, Grantor hereby grants to Secured Party a continuing security interest Grantor's right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by

such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims by Grantor against third parties for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) any permit or license (A) that prohibits or requires the consent of any Person other than Grantor and its Affiliates which has not been obtained as a condition to the creation of a Lien on any right, title or interest in such permit or license or any stock or stock equivalent related thereto that contains terms that state that the granting of a Lien therein would otherwise result in a material loss by Grantor of any material rights therein, (B) to the extent that any applicable law thereto prohibits the creation of a Lien thereon or (C) to the extent that Lien thereon would give any other party a legally enforceable right to terminate such permit or license, but only, with respect to the prohibition, required consent or legally enforceable right to terminate in (A), (B) and (C), to the extent, and for so long as, such prohibition, consent or right is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other applicable law, (b) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law, (c) any contract, Instrument or Chattel Paper in which Grantor has any right, title or interest if and to the extent such contract, Instrument or Chattel Paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, Instrument or Chattel Paper to enforce any remedy with respect thereto, (d) all pledges and security interests prohibited by applicable law, rule or regulation (to the extent such law, rule or regulation is effective under applicable anti-assignment provisions of the UCC or other applicable law), other than proceeds and receivables thereof; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, Instrument or Chattel Paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, Instrument or Chattel Paper and in any such monies and other proceeds of such contract, Instrument or Chattel Paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the material Patents is valid and enforceable, and no material part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any material part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days (or such longer period as agreed to by Secured Party in its sole discretion) of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights material to Grantor's business, (ii) detect infringements of the Trademarks, Patents and Copyrights material to Grantor's business and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights material to Grantor's business to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;

(f) Grantor shall apply for registration (to the extent registrable and not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days (or such longer period as agreed to by Secured Party in its sole discretion) of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that would prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to a senior officer of Grantor.

4. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

6. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL7, on the one hand, and Grantor and VLL8, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL7 and VLL8. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL7 and VLL8, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL7 and VLL8, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL7 and/or VLL8 independently of one another. The security interests granted by Grantor to each of VLL7 and VLL8 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

7. Miscellaneous. Sections 9.3 (No Waiver), 9.10 (Entire Agreement), 9.11 (Governing Law and Jurisdiction) and 9.12 (WAIVER OF JURY TRIAL) of the Loan Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

EVENTBRITE, INC.

By: 

Name: Geoffrey R. Benumo

Title: Chief Financial Officer

Address for Notices:

155 5th Street, 7th Floor
San Francisco, CA 94103
Attn: Legal Department, Samantha Harnett, Vice President
and General Counsel
Email: legal@eventbrite.com
Phone #: 415-432-2881

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

SECURED PARTY:

VENTURE LENDING & LEASING VIII, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

[Signature Page to Intellectual Property Security Agreement]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

EVENTBRITE, INC.


By: _____
Name: _____
Title: _____

Address for Notices:

155 5th Street, 7th Floor
San Francisco, CA 94103
Attn: Legal Department, Samantha Harnett, Vice President
and General Counsel
Email: legal@eventbrite.com
Phone #: 415-432-2881

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.


By: 
Name: Rudy Ruano
Title: Investment Partner

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

SECURED PARTY:

VENTURE LENDING & LEASING VIII, INC.

By: 
Name: Rudy Ruano
Title: Investment Partner

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

48835/0387
JTK/S 10892.2

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date	Jurisdiction
Eventlaz Software Code	N/A	NA	Argentina

48535/0367
JTK/510892.2

EXHIBIT B

Patents and Patent Applications

Description	Registration/Application Number
Social Event Recommendations	8,700,540
Detecting Fraudulent Event Listings	8,666,829
Real-Time Attendance Reporting	8,671,001
Local SQL Files for Mobile Clients	8,812,525
Detecting Spam Events in Event Management Systems	8,844,031
Automatic Event Categorization for Event Ticket Network Systems	8,756,178
System for On-Site Management of an Event	8,397,984
System for On-site Management of an Event	8,608,054
System for On-site Management of an Event	8,835,642
Order Queue Management for an Event	8,606,644
Automatic Event Categorization For Event Ticket Network Systems	9,064,212
System for On-Site Management of an Event	9,171,269
Mobile Check-In Tools	12/981,913 ¹
Remote Point-of-Sale Management for Event Ticket Network Systems	13/184,224 ²
Utilizing Pricing and Selling Intelligence For Event Ticket Network Systems	13/357,212 ²
On-Site Capacity and Resource Management Systems for Events	13/728883 ³
Interest-Based Social Recommendations for Event Ticket Network Systems	13/408,776 ³
Customized Check-in for Event Ticket Network Systems	13/566937 ³
Identifying Fraudulent Users Based on Relational Information	13/524459 ³
Classifying Fraud on Event Management Systems	14/044,770 ⁴
Order Queue Management in Event Ticket Network Systems	14/101,126
Identifying Related Events for Event Ticket Network Systems	14/101,191
Ranking Reserved Seating on Event Management Systems	14/099,828
Mobile Network for On-Site Management of an Event	14/221,223
Creating a Ticket Template for an Event	14/476,590
Event Management System for Facilitating Customized Process Flows at an Event	14/829,382
Interest-Based Social Recommendations for Event Ticket Network Systems	PCT/US2013/25007
Creating a Ticket Template for an Event	PCT/US2014/053927

¹ This was granted as issued patent number 8,671,001.

² Patent application not published publicly as of closing date.

³ Patent application not published publicly as of closing date.

⁴ Patent application not published publicly as of closing date.

⁵ Patent has been abandoned.

⁶ Patent has been abandoned.

⁷ Patent has been abandoned.

⁸ Patent has been abandoned.

EXHIBIT C

Trademarks

Description	U.S. Registration/Application Number	Registration/Application Date	Jurisdiction
Eventbrite	3,680,905	9/8/09	U.S.
Eventbrite	4,424,102	10/29/13	U.S.
Mollyguard	3,680,905	10/16/07	U.S.
At The Door	4,124,918	4/10/12	U.S.
At The Door	4,209,367	9/18/12	U.S.
Eventbrite Logo	4,424,099	10/29/13	U.S.
E Logo	4,424,100	10/29/13	U.S.
Rally	4,969,174	5/31/16	U.S.
Queue	4,812,231	9/15/15	U.S.
Eventbrite Venue	87/273563	12/19/16	U.S.
Eventbrite for Venues	87/273578	12/19/16	U.S.

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