

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447156

<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		10/13/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3447659	TICKET BISCUIT	
<b>Registration Number:</b>	3586368	BATTLE PASS	
<b>Registration Number:</b>	4019018	ALL IN PRICE	
<b>Registration Number:</b>	4567719	TUTUTIX	
<b>Registration Number:</b>	4568013	TUTUCAST	
<b>Registration Number:</b>	4572403	SEATPOWER	
<b>Registration Number:</b>	4640924	SLASHMACHINE	
<b>Registration Number:</b>	4640884	SLASHPASS	
<b>Registration Number:</b>	5001932	SHARE AND TEAR	
<b>Registration Number:</b>	5214696	STATECHAMPS	
<b>Registration Number:</b>	5086270	WHISTLETIX	
<b>Serial Number:</b>	87370491	DRAMA	
<b>Serial Number:</b>	87380782	DRAMA FREE	
<b>Serial Number:</b>	87370475	NO DRAMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			

CH \$365.00 3447659

**Phone:** 312-577-8518  
**Email:** rebecca.dyson@kattenlaw.com  
**Correspondent Name:** Rebecca Dyson C/O Katten Muchin Rosenman  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

**NAME OF SUBMITTER:** Rebecca Dyson

**SIGNATURE:** /rebecca dyson/

**DATE SIGNED:** 10/13/2017

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of October 13, 2017, by TicketBiscuit, LLC, a Delaware limited liability company (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

### W I T N E S S E T H

WHEREAS, Intelli-Mark Technologies, Inc. (the “**Borrower**”), the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of April 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of April 28, 2017, by and among Grantee, the other Loan Parties from time to time party thereto, and Grantor, pursuant to a certain Joinder to Guarantee and Collateral Agreement dated as of October 13, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or

types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**TICKETBISCUIT, LLC**, a Delaware limited liability company

By:   
Name: Richard Paxton Badham, III  
Title: President

Agreed and accepted as of  
the date first written above:



**MADISON CAPITAL FUNDING LLC**, as  
Agent


By:

  
Name: **A. Brady Hahn**  
Title: **Director**

## SCHEDULE A

### Trademark Registrations and Applications

<u>Country</u>	<u>Mark</u>	<u>Applicant / Current Owner</u>	<u>App. # / Reg. #</u>	<u>File Date / Reg. Date</u>	<u>Status</u>
US	TICKET BISCUIT	TicketBiscuit, LLC	3447659	6/17/08	Granted
US		TicketBiscuit, LLC	3586368	3/10/09	Granted
US	ALL IN PRICE	TicketBiscuit, LLC	4019018	8/30/11	Granted
US	TUTUTIX	TicketBiscuit, LLC	4567719	7/15/14	Granted
US	TUTUCAST	TicketBiscuit, LLC	4568013	7/15/14	Granted
US	SEATPOWER	TicketBiscuit, LLC	4572403	7/22/14	Granted
US	SLASHMACHINE	TicketBiscuit, LLC	4640924	11/18/14	Granted
US	SLASHPASS	TicketBiscuit, LLC	4640884	11/18/14	Granted
US	SHARE AND TEAR	TicketBiscuit, LLC	5001932	7/19/16	Granted
US		TicketBiscuit, LLC	5214696	5/30/17	Registered

<u>Country</u>	<u>Mark</u>	<u>Applicant / Current Owner</u>	<u>App. # / Reg. #</u>	<u>File Date / Reg. Date</u>	<u>Status</u>
US	WHISTLETIX	TicketBiscuit, LLC	5086270	11/22/16	Registered
US		TicketBiscuit, LLC	87370491	3/14/17	Pending
US	DRAMA FREE	TicketBiscuit, LLC	87380782	3/22/17	Pending
US	NO DRAMA	TicketBiscuit, LLC	87370475	3/14/17	Pending