

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451258

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement Supplement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Paciolan, LLC		11/16/2017	Limited Liability Company: DELAWARE
Patron Solutions, L.P.		11/16/2017	Limited Partnership: PENNSYLVANIA
Ballena Technologies, LLC		11/16/2017	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3974551	PACIOLAN
Registration Number:	2948486	PACIOLAN YOUR TICKETS, YOUR WAY.
Registration Number:	2407828	NEW ERA TICKETS
Registration Number:	4465424	BALLENA TECHNOLOGIES
Registration Number:	4465573	BALLENA TECHNOLOGIES INC.
Registration Number:	4458930	SEATS3D

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

TRADEMARK

ATTORNEY DOCKET NUMBER:	1111779-2653-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	11/16/2017

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of November 16, 2017, this “**Trademark Security Agreement Supplement**”), among Paciolan, LLC, a Delaware limited liability company, Patron Solutions, L.P., a Pennsylvania limited partnership, Ballena Technologies, LLC, a California limited liability company (each, a “**Grantor**”) and Deutsche Bank AG New York Branch (“**DBNY**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of December 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to Learfield Communications, LLC, a Delaware limited liability company (as the successor to the initial borrower A-L Parent LLC, the “**Borrower**”) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of December 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Second Lien Credit Agreement**”), by and among, the Borrower, A-L Group Holdings LLC, a Delaware limited liability company (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**Second Lien Lenders**”) and DBNY, in its capacities as administrative agent and collateral agent for the lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the Grantors and the Collateral Agent have entered into that certain Second Lien Trademark Security Agreement, dated as of December 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the such Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by such Trademark registrations and registration applications;

C. all assets, rights and interests that uniquely reflect or embody such Trademark registrations and registration applications;

D. the right to sue third parties for past, present and future infringements of such Trademark registrations and registration applications; and

E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (E) above, this Trademark Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets, including any "intent-to-use" Trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the US Security Agreement shall govern.

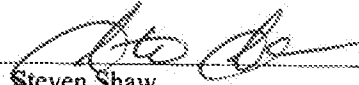
SECTION 4. **Governing Law.** This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

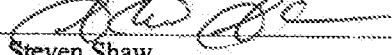
PACIOLAN, LLC

By: Patron Solutions, LLC, as sole member

By: 
Name: Steven Shaw
Title: Chief Financial Officer

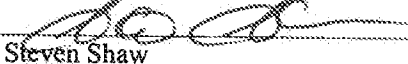
BALLENA TECHNOLOGIES, LLC

By: Paciolan, LLC, as sole member


By: 
Name: Steven Shaw
Title: Chief Financial Officer

PATRON SOLUTIONS, L.P.

By: Patron Solutions, LLC, its general partner

By: 
Name: Steven Shaw
Title: Chief Financial Officer

By: Paciolan, LLC, its sole limited partner

By: 
Name: Steven Shaw
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement Supplement]

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 

Name:

Title: **Anca Trifan**
Managing Director

By: 

Name:

Title: **Dorian Lazar**
Director

SCHEDULE I

TRADEMARKS

U.S. Federal Trademarks

TRADEMARK	STATUS	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
PACIOLAN	Registered	3974551	06/07/2011	Paciolan, LLC.
PACIOLAN YOUR TICKETS, YOUR WAY	Registered	2948486	05/10/2005	Paciolan, LLC.
NEW ERA TICKETS	Registered	2407828	11/28/2000	Patron Solutions, L.P.
BALLENA TECHNOLOGIES	Registered	4465424	01/14/2014	Ballena Technologies
BALLENA TECHNOLOGIES INC.	Registered	4465573	10/29/2013	Ballena Technologies
SEATS3D	Registered	4458930	12/31/2013	Ballena Technologies

TRADEMARKS APPLICATIONS

None.