

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462129

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900432255		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORIX GROWTH CAPITAL, LLC	FORMERLY ORIX Ventures, LLC	11/09/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TICKETFLY, INC.		
Street Address:	111 Townsend St.		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3940294	TICKETFLY	
Registration Number:	3922710	TICKETFLY	
Registration Number:	5161428	TICKETFLY	
Registration Number:	5161427	TF	
Registration Number:	5228447	TICKETFLY	
CORRESPONDENCE DATA			
Fax Number:	4156597333		
<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>			
Phone:	415.836.2557		
Email:	tmdocket@dlapiper.com		
Correspondent Name:	Heather Dunn		
Address Line 1:	555 Mission St, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	385837-900100		
NAME OF SUBMITTER:	Stephanie L. Hall, Esq.		
SIGNATURE:	/Stephanie L. Hall/		
DATE SIGNED:	02/14/2018		

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Release**”), dated as of November 9, 2017, is made by ORIX GROWTH CAPITAL, LLC (f/k/a ORIX Ventures, LLC), a Delaware limited liability company (“**ORIX**”), in favor of TICKETFLY, INC., a Delaware corporation (the “**Grantor**”) and its successors, assigns and legal representatives.

RECITALS

- A.** WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of May 15, 2014, by and between ORIX and the Grantor and as amended, modified or supplemented from time to time (the “**Loan Agreement**”; capitalized terms used but not defined herein are used as defined in the Loan Agreement), ORIX made certain advances of money and extended certain financial accommodations to the Grantor, and, so as to fulfill certain of the conditions to such advances and extensions, the Grantor executed and delivered to ORIX that certain Intellectual Property Security Agreement, dated as of May 15, 2014 (the “**Security Agreement**”) by and between ORIX and the Grantor;
- B.** WHEREAS, pursuant to the Loan Agreement and the Security Agreement, the Grantor pledged and granted to ORIX a security interest in and to all of the right, title and interest of the Grantor in, to and under all of the Collateral and its Intellectual Property (including without limitation the Copyrights, Trademarks, and Patents listed on Exhibits A, B and C to the Security Agreement) (collectively, the “**IP Collateral**”);
- C.** WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 005282/0984, on May 19, 2014; and
- D.** WHEREAS, in connection with the repayment and satisfaction of all obligations of the Grantor under the Loan Agreement, ORIX has been requested to release its security interest in the IP Collateral and reassign to the Grantor any and all right, title and interest ORIX may have in the IP Collateral pursuant to the Loan Agreement and the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ORIX hereby states as follows:

AGREEMENT

1. Release of Security Interest. ORIX, on behalf of itself and its successors, legal representatives and assigns, hereby (i) releases and discharges any and all security interests in the IP Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto); (ii) reassigns to the Grantor any and all right, title and interest that ORIX may have, in, to and under the IP Collateral, including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, any goodwill of the business connected with the use of, or symbolized by such IP Collateral, all rights corresponding thereto throughout all the world, and all re-issues, divisions, continuations,

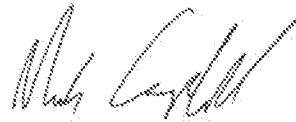
renewals, extensions and continuations-in-part thereof; and (iii) terminates the Security Agreement.

2. **Governing Law.** This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, ORIX has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of November 9, 2017.

ORIX GROWTH CAPITAL, LLC



By: _____

Name: Mark Campbell

Title: Authorized Representative

Address for Notices:

280 Park Avenue, 40 West
New York, NY 10017

Attn: General Counsel, Operations Manager and
Portfolio Manager

SCHEDULE A

Copyrights

Description

Registration No.

Registration Date

None

SCHEDULE B

Patents

Description

Patent/Apl. No.

File Date

None Recorded

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial No.</u>	<u>File Date</u>
TICKETFLY	85077170	7/2/10
TICKETFLY	85075889	7/1/10
TICKETFLY	86243197	4/4/14
TF	86243070	4/4/14
TICKETFLY	86242091	4/3/14