08/15/2018 TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM486189

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PATRONMANAGER, LLC		08/15/2018	Limited Liability Company:
SHOWCLIX, INC.		08/15/2018	Corporation:
PT FAN ENGAGEMENT INC.		08/15/2018	Corporation:
TICKETLEAP, INC.		08/15/2018	Corporation:

RECEIVING PARTY DATA

Name:	WEBSTER BANK, NATIONAL ASSOCIATION
Street Address:	436 Slater Road
City:	New Britain
State/Country:	CONNECTICUT
Postal Code:	06053
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5008085	PATRONMANAGER
Registration Number:	4965678	PATRONMANAGER
Registration Number:	4747405	PATRONMANAGER CRM
Registration Number:	4636744	PATRONMAIL
Registration Number:	3894478	PATRONMANAGER
Registration Number:	3716398	PATRONMANAGER
Registration Number:	2733116	PATRON TECHNOLOGY
Registration Number:	5331040	PATRONINSIGHT
Registration Number:	5279566	THUZI EVENT PASS
Registration Number:	5279368	TURNING LIVE EVENTS INTO LIFE EVENTS
Registration Number:	5279367	WE TURN LIVE EVENTS INTO LIFE EVENTS
Registration Number:	4024943	THUZI
Registration Number:	4242995	TEAMCLOUD
Registration Number:	4661289	SELFIE TICKET
Registration Number:	4554723	TICKETLEAP
Serial Number:	87722122	SHOWCLIX

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 704-503-2608

Email: msheehan@kslaw.com

Correspondent Name: Moira Sheehan

Address Line 1: 300 South Tryon Street, Suite 1700

Address Line 2: King & Spalding LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	08/15/2018

Total Attachments: 7

source=Patron - Executed Trademark Security Agreement#page1.tif source=Patron - Executed Trademark Security Agreement#page2.tif source=Patron - Executed Trademark Security Agreement#page3.tif source=Patron - Executed Trademark Security Agreement#page4.tif source=Patron - Executed Trademark Security Agreement#page5.tif source=Patron - Executed Trademark Security Agreement#page6.tif source=Patron - Executed Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 15, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Webster Bank, National Association ("Webster Bank"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 15, 2018 (including all exhibits and schedules hereto, as the same may be amended, amended and restated, extended, refinanced and/or otherwise modified from time to time, the "Credit Agreement"), by and among PM Purchaser, Inc. (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with Agent as follows:

<u>Section 1</u>. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Collateral) (the "Trademark Collateral"):

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- (a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Collateral), including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.
- Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PATRONMANAGER, LLC,

as Grantor

Name: MagGenkins

Title: Concf Executive Officer

SHOWCLIX, INC.,

as Grantor

 B_{V}

Name: Maje Jenkins

Title: Chief Executive Officer

PT FAN ENGAGEMENT INC.,

as Grantor

Bv:

Name: Mary Junkins

Title: Chief Executive Officer

TICKETLEAP, INC.,

as Grantor

By:

Name: Marc Jenkins

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION

as Agenty

By:

Name: Dan Ponzio Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK	OWNER	SERIAL NO./	FILING DATE /
		REGISTRATION NO.	REGISTRATION DATE
patron manager 📎	PATRONMANAGER,	86866067 /	January 5, 2016 /
	LLC	5008085	July 26, 2016
Word Mark PATRONMANAGER			
	PATRONMANAGER,	86508641 /	January 20, 2015 /
PATRONMANAGER	LLC	4965678	May 24, 2016
Word Mark PATRONMANAGER			
	PATRONMANAGER,	86413350 /	October 2, 2014 /
PATRONMANAGER CRM	LLC	4747405	June 2, 2015
Word Mark PATRONMANAGER CRM			
	PATRONMANAGER,	86236690 /	March 31, 2014 /
PATRONMAIL	LLC	4636744	November 11, 2014
Word Mark PATRONMAIL			
	PATRONMANAGER, LLC	77634155 /	December 16, 2008 /
PATRONMANAGER	LLC	3894478	December 21, 2010
Word Mark PATRONMANAGER			

	PATRONMANAGER,	77533763 /	July 29, 2008 /
	LLC	3716398	November 24, 2009
PATRONMANAGER		3710398	November 24, 2009
Word Mark PATRONMANAGER			
word Mark I ATRONWIANAGER	DATED ON MANAGED	7(22(201)	0 1 10 2001 /
PATRON TECHNOLOGY	PATRONMANAGER, LLC	76326201 /	October 18, 2001 /
TAIRON TECHNOLOGY	LLC	2733116	July 1, 2003
Word Mark PATRON TECHNOLOGY			
	PATRONMANAGER,	87170775 /	September 14, 2016 /
PATRONINSIGHT	LLC	5331040	November 7, 2017
TATROPHINSIOTT			
Word Mark PATRONINSIGHT			
	PT FAN	87144666 /	August 19, 2016 /
	ENGAGEMENT INC.		
THUZI EVENT PASS		5279566	September 5, 2017
A A A C A C A A A A A A A A A A A A A A			
Word Mark THUZI EVENT PASS			
	PT FAN	87107813 /	July 18, 2016 /
	ENGAGEMENT INC.	5279368	September 5, 2017
TURNING LIVE EVENTS INTO LIFE EVENTS		3219308	September 3, 2017
Word Mark TURNING LIVE EVENTS INTO			
LIFE EVENTS			
	PT FAN	87107797 /	July 18, 2016 /
WE THOSH INE EVENTS INTO	ENGAGEMENT INC.	5279367	September 5, 2017
WE TURN LIVE EVENTS INTO LIFE EVENTS			
Hopersuperbuilding in building 1990/1995-1994			
Word Mark WE TURN LIVE EVENTS INTO			
LIFE EVENTS			

THUZI	PT FAN ENGAGEMENT INC.	85091552 / 4024943	July 23, 2010 / September 13, 2011
Word Mark THUZI			
TEAMCLOUD	PT FAN ENGAGEMENT INC.	85377576 / 4242995	July 21, 2011 / November 13, 2012
Word Mark TEAMCLOUD			
Selfie Ticket	TICKETLEAP, INC.	86232542 / 4661289	March 26, 2014 / December 23, 2014
Word Mark SELFIE TICKET			
TicketLeap	TICKETLEAP, INC.	86000601 / 4554723	July 2, 2013 / June 24, 2014
Word Mark TICKETLEAP			

2. TRADEMARK APPLICATIONS

RECORDED: 08/15/2018

TRADEMARK	OWNER	Application Number	Application Date
SHOWCLIX	SHOWCLIX, INC.	87722122	December 15, 2017
Word Mark SHOWCLIX			