# CH \$190.00 8793987

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM509559

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Buckman & Driscoll Associates, L.L.C.		02/11/2019	Limited Liability Company: ILLINOIS

### **RECEIVING PARTY DATA**

Name:	Invision Capital II, L.P.	
Street Address:	155 N. Wacker Drive	
Internal Address:	Suite 4480	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Partnership: DELAWARE	

### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark	
Serial Number:	87939878	NO POST SHOW BILLING	
Serial Number:	87939887	NO POST SHOW BILLING	
Serial Number:	86374680	TRADETEC	
Serial Number:	86374698	BIG BRAND EXPERIENCES	
Serial Number:	86374689	TRADETEC TOUCHPOINT	
Serial Number:	86374711	CROWDLINK	
Serial Number:	86374704	IREACH	

### CORRESPONDENCE DATA

**Fax Number:** 2155683439

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:** 215-568-3100

Email: bhipdocket@bakerlaw.com
Correspondent Name: Herbert E. Hoffman, Jr.

Address Line 1: 2929 Arch Street
Address Line 2: Cira Centre, 12th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2891

ATTORNEY DOCKET NUMBER: 106503.00015

TRADEMARK
REEL: 006557 FRAME: 0070

900485032

NAME OF SUBMITTER:	Judy Dale-Paralegal
SIGNATURE:	/Judy Dale/
DATE SIGNED:	02/11/2019
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("<u>Trademark Security Agreement</u>"), dated as of February 11, 2019 is made by **BUCKMAN & DRISCOLL ASSOCIATES, L.L.C.**, an Illinois limited liability company (the "<u>Grantor</u>"), in favor of **INVISION CAPITAL II, L.P.**, a Delaware limited partnership (the "<u>Lender</u>").

WHEREAS, Grantor, among other parties, has entered into a Loan and Security Agreement, dated as of the date hereof (the "Loan Agreement"), with the Lender.

WHEREAS, as a condition precedent to the making of the loans under the Loan Agreement, Grantor has executed and delivered to the Lender that certain Security Agreement, dated as of the date hereof, made by and among Grantor and the Lender, among others (the "Security Agreement").

WHEREAS, under the terms of the Loan Agreement and Security Agreement, Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

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

- 1. <u>Grant of Security</u>. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "<u>Trademark Collateral</u>"):
  - (a) the trademark registrations and applications set forth in <u>Schedule 1</u> hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "<u>Trademarks</u>"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
  - (b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world including all good will associated therewith;
  - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

- 3. <u>Loan Documents</u>. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and Security Agreement, which are hereby incorporated by reference. The provisions of the Loan Agreement and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
- 4. <u>Execution in Counterparts</u>. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- 5. <u>Construction</u>. The headings of paragraphs and sub-paragraphs contained in this Agreement are merely for convenience of reference and shall not affect the interpretation of any of the provisions of this Agreement. Any schedules and exhibits attached hereto are hereby incorporated herein as if fully set forth herein. Whenever the context so requires, the singular shall include the plural and vice versa. All words and phrases shall be construed as masculine, feminine or neuter gender, according to the context. Whenever the term "include," "including," or "included" is used in this Agreement, it shall mean "including without limiting the generality of the foregoing". The recitals contained in this Agreement are, and shall be construed to be, an integral part of this Agreement. A "business day" under this Agreement shall mean any day other than a Saturday, Sunday or a holiday under U.S. or Illinois law. Any period of time for an act or notice under this Agreement which ends on a day which is not a business day may be timely performed on the next following business day. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This Trademark Security Agreement 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 Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

BUCKMAN & DRISCOLL ASSOCIATES,

L.L.C., an Illinois limited liability company

Name: Kenneth R. Buckman

Title: Manager

AGREED TO AND ACCEPTED:

INVISION CAPITAL II, L.P.,

a Delaware limited partnership

By: Invision Capital Management II, LLC, a Delaware limited liability company

Its: General Partner

By:\_\_\_\_\_

Name: Robert J. Castillo Title: Managing Member

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

BUCKMAN & DRISCOLL ASSOCIATES, L.L.C., an Illinois limited liability company

By:

Name: Kenneth R. Buckman

Title: Manager

AGREED TO AND ACCEPTED:

**INVISION CAPITAL II, L.P.,** 

a Delaware limited partnership

By: Invision Capital Management II, LLC, a Delaware limited liability company

Its: General Partner

Name: Robert J. Castillo

Title: Managing Member

# SCHEDULE 1

# **TRADEMARKS**

Serial Number	Registration Number	Registration Date	Word Mark	<u>Status</u>
87939878			No Post Show Billing (Vertical)	Application
87939887			No Post Show Billing (Horizontal)	Application
86374680	4,715,851	April 7, 2015	TRADETEC	Live
86374698	4,825,186	October 6, 2015	BIG BRAND EXPERIENCES	Live
86374689	4,771,758	July 14, 2015	TRADETEC TOUCHPOINT	Live
86374711	4,715,852	April 7, 2015	CROWDLINK	Live
86374704			IREACH	Abandoned

**RECORDED: 02/11/2019**