

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524444

<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>
Live Auctioneers LLC		05/21/2019	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital One, National Association, as Agent		
<b>Street Address:</b>	2 Bethesda Metro Center, Suite 1000		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2970255	LIVEAUCTIONEERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	25405 / 020		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		
<b>DATE SIGNED:</b>	05/21/2019		
<b>Total Attachments: 5</b>			
source=LiveAuctioneers Trademark Security Agreement#page1.tif			
source=LiveAuctioneers Trademark Security Agreement#page2.tif			
source=LiveAuctioneers Trademark Security Agreement#page3.tif			

CH \$40.00 2970255

source=LiveAuctioneers Trademark Security Agreement#page4.tif

source=LiveAuctioneers Trademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 21<sup>st</sup> day of May, 2019 by Live Auctioneers LLC, a New York limited liability company (“**Grantor**”), in favor of Capital One, National Association, in its capacity as Agent for the Secured Parties party to the Credit Agreement (defined below) (herein, “**Grantee**”):

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

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein (the “**Lenders**”) are parties to that certain Credit Agreement dated as of May 21, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of May 21, 2019, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the 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 Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof (in each case, other than Excluded Property (as defined in the Collateral Agreement)), to secure payment and performance of the Obligations;

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 Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, a 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 (provided that no security interest shall be granted in Excluded Property):

- (i) each Trademark listed on Schedule 1 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 Trademark; and
- (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. **GOVERNING LAW.** THIS AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.


4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signature thereto were upon the same instrument. Signatures by facsimile or other electronic communication of this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

5. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the term and provisions therein regarding Financing Documents.

**[Signature Page Follows]**


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

**LIVE AUCTIONEERS LLC**

By:   
Name: Phil Michaelson  
Title: Chief Executive Officer, President and Secretary

Agreed and Accepted  
As of the Date First Written Above:

**CAPITAL ONE, NATIONAL  
ASSOCIATION,**  
as Agent

By:   
Name: Shae B. Patel  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006650 FRAME: 0111**

**SCHEDULE 1**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
LIVEAUCTIONEERS	2970255	7/19/2005	US
LIVEAUCTIONEERS	10071488	7/20/2012	EU

**Trademark Applications**

None.