

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wedding Spot, LLC		05/21/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cvent Atlanta, LLC		
Street Address:	1765 Greensboro Station Place		
Internal Address:	7th Floor		
City:	Tysons Corner		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86409185	THE SPOT	
Serial Number:	85940247	WEDDING SPOT	
Serial Number:	86054690	SPOT ESTIMATE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5713786300		
Email:	mpenn@cvent.com		
Correspondent Name:	Cvent, Inc.		
Address Line 1:	1765 Greensboro Station Place		
Address Line 2:	7th Floor		
Address Line 4:	Tysons Corner, VIRGINIA 22102		
NAME OF SUBMITTER:	Mary Penn		
SIGNATURE:	/Mary Penn/		
DATE SIGNED:	05/29/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Agreement”) is made as of May 21, 2019 (the “Effective Date”), by and between **WEDDING SPOT, LLC**, a Delaware limited liability Company (“Assignor”) and **CVENT ATLANTA, LLC**, a Delaware limited liability company (“Assignee”).

WHEREAS, the Assignor has in the past used and is currently using the trademarks, service marks and logos identified on Exhibit A, including the goodwill of the business associated therewith and symbolized thereby, which business is ongoing and existing (collectively, the “Marks”, and together with any trademarks, service marks, logos, domain names, social media handles and other indicia of source which incorporate such Marks that are owned by, or registered to, Assignor or its Affiliates, together with all registrations, applications and renewals relating thereto and the goodwill of the business associated therewith and symbolized thereby, which business is ongoing and existing (collectively, the “Assigned Trademarks”);

WHEREAS, the Assignor has in the past used and is currently using the domain names and registrations identified on Exhibit B (collectively, the “Assigned Domains” and together with the Assigned Trademarks, the “Assigned IP”); and

WHEREAS, in connection with the closing under that certain Asset Purchase Agreement, dated as of May 21, 2019, by and among HoneyBook, Inc., a Delaware corporation, Assignor, and Assignee (the “Purchase Agreement”), Assignor and Assignee are hereby effecting the assignment, transfer, conveyance and delivery of all of Assignor’s rights, title and interest in, to and under the Assigned IP (the “Assignment”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

Assignor (on behalf of itself and its affiliates) hereby irrevocably assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under the Assigned IP (including, for the avoidance of doubt, all the goodwill of the business associated therewith and symbolized thereby), together with: all registrations and applications therefor (and the rights to make applications or registrations therefor), including any renewals and extensions of the registrations set forth in Exhibits A and B or that are in effect or may be secured, now or hereafter, in each case, together with the goodwill of the business associated therewith and symbolized thereby; and all income, royalties or payments made with respect to the Assigned IP following the Effective Date, including, all claims for damages by reason of past, present or future infringement, misappropriation, violation or other unauthorized use of the Assigned IP, together with the right to sue for, and collect the same. Effective as of the Effective Date, Assignee accepts the assignment of the Assigned IP. For the avoidance of doubt, nothing in this Agreement shall impair, limit or otherwise modify the representations or warranties contained in the Purchase Agreement, including with respect to the Assigned IP.

Assignor represents and warrants to Assignee that it has not granted to any other person or entity, any right, title, interest, license or lien in, to or under the Assigned IP.

Assignor further agrees, for itself, its successors and assigns, and at Assignee's expense, to (i) execute and deliver, at the reasonable request of Assignee, any documents, papers, forms, instruments, authorizations and assignments prepared by Assignee that are reasonably necessary or desirable for securing, completing or vesting in Assignee all right, title and interest of Assignor in, to and under the Assigned IP as set forth herein, (ii) provide, at the reasonable request of Assignee, evidence to support such assignment in the event such evidence is reasonably necessary and not otherwise available to Assignee, and (iii) take such other actions as Assignee may reasonably deem necessary or desirable in order to transfer, convey, and assign to Assignee, and to confirm Assignee's title to, such Assigned IP. Assignee is hereby authorized to file, and shall be solely responsible for the filing of, all such instruments with the applicable governmental authorities or recording offices. Except as otherwise expressly set forth herein, each party hereto shall pay its own costs and expenses in connection with the execution and review of any such documents. In the event Assignee is unable for any reason, after the use of commercially reasonable efforts, to secure Assignor's signature on any document needed to perfect the transfer of ownership of the Assigned IP, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute and file such documents, with the same legal force and effect as if executed by Assignor.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the provisions of the Purchase Agreement. In the event of any conflict, ambiguity or inconsistency between any provision of this Agreement and any provision of the Purchase Agreement, the applicable provision of the Purchase Agreement shall be deemed to be controlling.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement and all disputes, controversies or claims relating to, arising out of or under or in connection with this Agreement, including the negotiation, execution and performance hereunder, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement. The words "include", "including" and other words of similar import when used herein shall not be deemed to be terms of limitation but rather shall be deemed to be followed in each case by the words "without limitation".

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Any waiver of any term or condition of this Agreement, or any amendment or supplementation of this Agreement, shall be effective only if in writing and signed by the parties hereto.

[remainder of page intentionally left blank – signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

WEDDING SPOT, LLC

By: HoneyBook, Inc., its sole member

DocuSigned by:

Name: Oz Alon

Title: Chief Executive Officer

CVENT ATLANTA, LLC

By: Rajeev K. Aggarwal

Name: Rajeev K. Aggarwal

Title: Chief Executive Officer

Exhibit A
Assigned Trademarks

TRADEMARK	APP/REG NUMBER	JURISDICTION	STATUS
THE SPOT	86409185	United States	Registered
WEDDING SPOT	85940247	United States	Registered to Wedding Spot, Inc.
SPOT ESTIMATE	86054690	United States	Registered to Wedding Spot, Inc.

Exhibit B
Assigned Domains

- thespot.co
- wedding-spot.com
- weddingspot.co
- youreventspot.com
- theeventspot.com
- spotestimate.com
- wedding-spot.co.uk