

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526966

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PATRONMANAGER, LLC		06/07/2019	Limited Liability Company:
SHOWCLIX, INC.		06/07/2019	Corporation:
PT FAN ENGAGEMENT INC.		06/07/2019	Corporation:
TICKETLEAP, INC.		06/07/2019	Corporation:
SEATADVISOR, INC.		06/07/2019	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	HERCULES CAPITAL, INC., as Agent
<b>Street Address:</b>	400 Hamilton Avenue
<b>Internal Address:</b>	Suite 310
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94301
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5705637	SEATADVISOR
Registration Number:	5683339	SHOWCLIX
Registration Number:	5331040	PATRONINSIGHT
Registration Number:	5279566	THUZI EVENT PASS
Registration Number:	5279367	WE TURN LIVE EVENTS INTO LIFE EVENTS
Registration Number:	5279368	TURNING LIVE EVENTS INTO LIFE EVENTS
Registration Number:	5008085	PATRONMANAGER
Registration Number:	4965678	PATRONMANAGER
Registration Number:	4747405	PATRONMANAGER CRM
Registration Number:	4636744	PATRONMAIL
Registration Number:	4661289	SELFIE TICKET
Registration Number:	4554723	TICKETLEAP
Registration Number:	4242995	TEAMCLOUD
Registration Number:	4024943	THUZI

CH \$490.00 5705637

Property Type	Number	Word Mark
Registration Number:	3894478	PATRONMANAGER
Registration Number:	3716398	PATRONMANAGER
Registration Number:	2733116	PATRON TECHNOLOGY
Serial Number:	87047672	BLOCKS
Serial Number:	87724705	EVINT

**CORRESPONDENCE DATA**

Fax Number: 2127158100

*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: 2127159100

Email: kltrademark@kramerlevin.com

Correspondent Name: Kramer Levin Naftalis & Frankel LLP

Address Line 1: 1177 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

<b>NAME OF SUBMITTER:</b>	Diane Torniali
<b>SIGNATURE:</b>	/Diane Torniali/
<b>DATE SIGNED:</b>	06/07/2019

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2019, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Hercules Capital, Inc. ("Hercules"), 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 June 7, 2019 (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, dated as of June 7, 2019 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:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or Credit Agreement, as applicable.

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"):

(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 I 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.

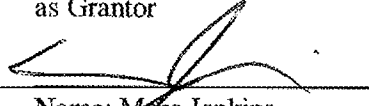
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

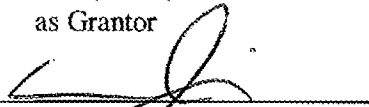
[SIGNATURE PAGES FOLLOW]

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.

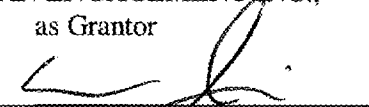
PATRONMANAGER, LLC,  
as Grantor

By:   
Name: Marc Jenkins  
Title: Chief Executive Officer

SHOWCLIX, INC.,  
as Grantor

By:   
Name: Marc Jenkins  
Title: Chief Executive Officer

PT FAN ENGAGEMENT INC.,  
as Grantor

By:   
Name: Marc Jenkins  
Title: Chief Executive Officer

TICKETLEAP, INC.,  
as Grantor

By:   
Name: Marc Jenkins  
Title: Chief Executive Officer

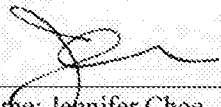
SEATADVISOR, INC.,  
as Grantor

By:   
Name: Marc Jenkins  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

HERCULES CAPITAL, INC.  
as Agent

By:



Name: Jennifer Choe  
Title: Assistant General Counsel

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

I. REGISTERED TRADEMARKS

Mark/Name	Registration Number	Registration Date	Owner
SEATADVISOR	5705637	19-MAR-2019	SeatAdvisor, Inc.
SHOWCLIX	5683339	26-FEB-2019	ShowClix, Inc.
PATRONINSIGHT	5331040	07-NOV-2017	PatronManager, LLC
THUZI EVENT PASS	5279566	05-SEP-2017	PT Fan Engagement Inc.
WE TURN LIVE EVENTS INTO LIFE EVENTS	5279367	05-SEP-2017	PT Fan Engagement Inc.
TURNING LIVE EVENTS INTO LIFE EVENTS	5279368	05-SEP-2017	PT Fan Engagement Inc.
patronmanager 	5008085	26-JUL-2016	PatronManager, LLC
PATRONMANAGER	4965678	24-MAY-2016	PatronManager, LLC
PATRONMANAGER CRM	4747405	02-JUN-2015	PatronManager, LLC
PATRONMAIL	4636744	11-NOV-2014	PatronManager, LLC

Selfie Ticket	4661289	23-DEC-2014	Ticketleap, Inc.
TicketLeap	4554723	24-JUN-2014	Ticketleap, Inc.
TEAMCLOUD	4242995	13-NOV-2012	PT Fan Engagement Inc.
THUZI	4024943	13-SEP-2011	PT Fan Engagement Inc.
PATRONMANAGER	3894478	21-DEC-2010	PatronManager, LLC
PATRONMANAGER	3716398	24-NOV-2009	PatronManager, LLC
PATRON TECHNOLOGY	2733116	01-JUL-2003	PatronManager, LLC

2. TRADEMARK APPLICATIONS

Mark/Name	Application Number	Application Date	Owner
BLOCKS	87047672 Pending (Intent to Use)	24-MAY-2016	Ticketleap, Inc.
EVINT	87724705 Published (Pending) Intent to Use	18-DEC-2017	ShowClix, Inc.

3. IP LICENSES

None.