

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528210

<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>
Oak View Group, LLC		06/18/2019	Limited Liability Company: DELAWARE
OVG Media & Conferences, LLC		06/18/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5384727	VENUESNOW CONFERENCE	
<b>Registration Number:</b>	1503337	POLLSTAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6785532602		
<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>	67855323601		
<b>Email:</b>	jimmarl@gtlaw.com		
<b>Correspondent Name:</b>	LaShana C. Jimmar, Paralegal		
<b>Address Line 1:</b>	GREENBERG TRAURIG, LLP		
<b>Address Line 2:</b>	3333 PIEDMONT ROAD, NE, SUITE 2500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>ATTORNEY DOCKET NUMBER:</b>	185045.010100		
<b>NAME OF SUBMITTER:</b>	LaShana C. Jimmar		
<b>SIGNATURE:</b>	/LaShana C. Jimmar/		
<b>DATE SIGNED:</b>	06/18/2019		

CH \$65.00 5384727

**Total Attachments: 6**

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## EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of June 18, 2019 (this “Agreement”), among OAK VIEW GROUP, LLC, OVG MEDIA & CONFERENCES, LLC (each, a “Grantor”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity and together with successors permitted assigns, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of June 18, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among OVG Holdings, LLC, as Holdings (“Holdings”), Oak View Group, LLC, as Borrower (the “Borrower”), the Lenders from time to time party thereto, XXIII Capital F Limited, as Administrative Agent (in such capacity and together with successors and permitted assigns, the “Administrative Agent”) and the Collateral Agent, and (b) the Pledge and Security Agreement dated as of June 18, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Pledge and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Pledge and Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of all Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Pledge and Security Agreement. The Security Interest granted to the Collateral Agent for the benefit of the Secured Parties herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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

signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

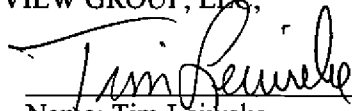
SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Concerning the Collateral Agent. Wilmington Trust, National Association is entering into this Agreement solely in its capacity as Collateral Agent under the Credit Agreement and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Credit Agreement as if such rights, privileges, immunities and indemnities were set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OAK VIEW GROUP, LLC,

By:   
Name: Tim Leiweke  
Title: Chief Executive Officer

OVG MEDIA & CONFERENCES, LLC

By: \_\_\_\_\_  
Name: Ray Waddell  
Title: President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OAK VIEW GROUP, LLC,

By: \_\_\_\_\_  
Name: Tim Leiweke  
Title: Chief Executive Officer

OVG MEDIA & CONFERENCES, LLC

By: *Ray Waddell*  
\_\_\_\_\_  
Name: Ray Waddell  
Title: President

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent**

By:

  
Name: **Jessica Jankiewicz**  
Title: **Banking Officer**

Schedule I

<b>Trademark</b>	<b>Registration Number</b>	<b>Serial / Application Number</b>	<b>Jurisdiction</b>	<b>Owner</b>
VENUESNOW CONFERENCE & design	5384727	87483027	United States	Oak View Group, LLC
POLLSTAR	1503337	73670774	United States	OVG Media & Conferences, LLC