

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNERWORKINGS, INC.		07/16/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Agent		
Street Address:	135 S. Lasalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4550588	INNERWORKINGS	
Registration Number:	4550589		
Registration Number:	4773362	VALO	
Registration Number:	4769292	VALO	
Registration Number:	2834801	INKCHASER.COM	
Serial Number:	86509775	TRADERUNNER	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
	<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:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 Peachtree Street, NE		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	INWK - 2068279.5129		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	07/19/2019		

OP \$165.00 4550588

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

July 16, 2019

WHEREAS, INNERWORKINGS, INC., a Delaware corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, EYELEVEL, INC., an Oregon corporation ("Eyelevel") and together with the Company, the "US Borrowers"), **INNERWORKINGS EUROPE LIMITED**, a limited liability company incorporated in England and Wales with company number 01845737 ("INWK Europe"), **PROFESSIONAL PACKAGING SERVICES LTD.**, a limited liability company incorporated in England and Wales with company number 01567813 ("PPS") and together with INWK Europe, collectively, the "UK Borrowers" and together with the US Borrowers, collectively, the "Borrowers"), **INNERWORKINGS CANADA, INC.**, an Ontario corporation ("Innerworkings Canada"), as a Guarantor, the financial institutions from time to time party thereto as lenders (the "Lenders") and Bank of America, N.A., a national banking association, as agent, collateral agent and security trustee for the Lenders (in such capacity, the "Agent"), have entered into that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Loan Agreement, to extend certain credit facilities to the Borrowers; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has created in favor of Agent a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Loan Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Loan Agreement, Grantor hereby grants to Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral") to secure the Obligations (as defined in the Loan Agreement):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark

Collateral. For purposes of this Trademark Security Agreement, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the 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.

GRANTOR: **INNERWORKINGS, INC.**

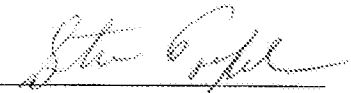
By: 

Name: Don Pearson

Title: Executive Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent


By: 
Name: Steve Teufel
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 006698 FRAME: 0424

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
InnerWorkings, Inc.	INNERWORKINGS	17-Jun-2014	4550588
InnerWorkings, Inc.	INNERWORKINGS (stylized)	17-Jun-2014	4550589
			
InnerWorkings, Inc.	VALO	14-Jul-2015	4773362
InnerWorkings, Inc.	VALO	07-Jul-2015	4769292
InnerWorkings, Inc.	INKCHASER.COM	Apr. 20, 2004	2834801

U.S. Trademark Applications

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
InnerWorkings, Inc.	TRADERUNNER	21-Jan-2015	86509775