

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Entertainment Benefits Group, LLC		09/30/2019	Limited Liability Company: DELAWARE
TicketsAtWork - Plum Benefits, LLC		09/30/2019	Limited Liability Company: DELAWARE
Beneplace, LLC		09/30/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue, 41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4612054	ENTERTAINMENT BENEFITS GROUP	
Registration Number:	4702090	EBG ENTERTAINMENT BENEFITS GROUP	
Registration Number:	5354454	ENTERTAINMENT HUB	
Registration Number:	4943331	YOUR ENTERTAINMENT PROFESSIONALS	
Registration Number:	4551029	TICKET MONSTER	
Registration Number:	4603975	TICKETSATWORK.COM	
Registration Number:	4603974	TICKETSATWORK.COM FUN.WITH BENEFITS.	
Registration Number:	3684474	PLUM BENEFITS	
Registration Number:	2717493	BENEPLACE	
Serial Number:	88302809	IN RESIDENCE ON BROADWAY	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		

CH \$265.00 4612054

Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 42845.00015

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 10/01/2019

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 30, 2019, by and among Entertainment Benefits Group, LLC, a Delaware limited liability company, TicketsAtWork – Plum Benefits, LLC, a Delaware limited liability company and Beneplace, LLC, a Texas limited liability company (each a “Grantor” and collectively, the “Grantors”) and Owl Rock Capital Corporation, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantors are parties to that certain First Lien Pledge and Security Agreement, dated as of September 30, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantors granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantors and pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantors hereby pledge and grant to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to Grantors, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

ENTERTAINMENT BENEFITS GROUP, LLC

TICKETSATWORK – PLUM BENEFITS, LLC

BENEPLACE, LLC

By: 

Name: Brett D. Reizen

Title: President


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006759 FRAME: 0223

Accepted and Agreed:



OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: _____


Name: Alexis Maged
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
ENTERTAINMENT BENEFITS GROUP	85791784	4612054	Entertainment Benefits Group, LLC ¹
	85791752	4702090	Entertainment Benefits Group, LLC ²
ENTERTAINMENT HUB	87437207	5354454	Entertainment Benefits Group, LLC
YOUR ENTERTAINMENT PROFESSIONALS	86740403	4943331	Entertainment Benefits Group, LLC
TICKET MONSTER	86093043	4551029	Entertainment Benefits Group, LLC
TICKETSATWORK.COM	85791821	4603975	TicketsAtWork – Plum Benefits, LLC
	85791704	4603974	TicketsAtWork – Plum Benefits, LLC
PLUM BENEFITS	78612018	3684474	TicketsAtWork – Plum Benefits, LLC
BENEPLACE	76441823	2717493	Beneplace, LLC

¹ Owner/Grantor to be updated from “Entertainment Benefits Group, Inc.” to “Entertainment Benefits Group, LLL” post-closing.

² Owner/Grantor to be updated from “Entertainment Benefits Group, Inc.” to “Entertainment Benefits Group, LLL” post-closing.

Trademark	Application No.	Registration No.	Owner
IN RESIDENCE ON BROADWAY	88302809	N/A	EBG Presents, Limited Liability Company

[Signature Page to Copyright Security Agreement]