

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545776

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Events BSB Company, L.L.C.		10/17/2019	Limited Liability Company: TEXAS
MC Tickets, Inc.		10/17/2019	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 North Tyron St.
Internal Address:	NC1-001-05-13
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES
Name:	Bank of America Corporation
Street Address:	101 North Tyron St.
Internal Address:	NC1-001-05-13
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88395553	ANYTICKETS.COM

CORRESPONDENCE DATA

Fax Number: 2142000853
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: 2109787487
Email: venisa.dark@haynesboone.com
Correspondent Name: Venisa Dark, Haynes and Boone LLP
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

TRADEMARK

NAME OF SUBMITTER:	Venisa Dark
SIGNATURE:	/Venisa Dark/
DATE SIGNED:	10/18/2019
Total Attachments: 4 source=2019-10-17 Trademark Security Agreement from Events BSB Company LLC and MC Tickets Inc to Bank of America NA#page1.tif source=2019-10-17 Trademark Security Agreement from Events BSB Company LLC and MC Tickets Inc to Bank of America NA#page2.tif source=2019-10-17 Trademark Security Agreement from Events BSB Company LLC and MC Tickets Inc to Bank of America NA#page3.tif source=2019-10-17 Trademark Security Agreement from Events BSB Company LLC and MC Tickets Inc to Bank of America NA#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of October, 2019, by Events BSB Company, L.L.C., a Texas limited liability company ("Borrower"), and MC Tickets, Inc, a Texas corporation ("MC Tickets"; together with Borrower, each, a "Grantor" and collectively, the "Grantors"), in favor of Bank of America, N.A., its successors and assigns ("BANA"), and Bank of America Corporation and its subsidiaries and affiliates (BANA and all such secured parties, collectively, the "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and between Borrower, as borrower, and BANA, BANA has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, BANA is willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other loan documents, but only upon the condition, among others, that as of the date hereof each of Borrower and MC Tickets shall have become party to, for the benefit of the Bank, those certain Security Agreements, dated as the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, collectively, the "Security Agreements"); and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver to Bank, for the benefit of the Bank, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements or, if not defined therein, in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Bank to secure the obligations set forth in Section 2 of the Security Agreements (the "Secured Obligations"), a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations

and would be owed by any Grantor to the Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreements, the Security Agreements shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

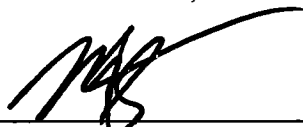
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 10.2, 10.3, AND 10.6 OF THE LOAN AGREEMENT, RESPECTIVELY, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


**[Remainder of Page Intentionally Left Blank.
Signature pages follow.]**

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.


GRANTORS:


EVENTS BSB COMPANY, L.L.C.

By: 
Name: Marcus Stern
Title: Manager and President

By: 
Name: Christopher Bonner
Title: Manager and Vice President

MC TICKETS, INC

By: 
Name: Marcus Stern
Title: Director

By: 
Name: Christopher Bonner
Title: Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

Grantor	Country	Mark	Application / Registration / Serial No.	App/Reg Date
Events BSB Company, L.L.C. and MC Tickets, Inc	USA	ANYTICKETS.COM	88395553	April 22, 2019