

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559904

<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>
Cadmium CD LLC		01/31/2020	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	1 East Washington Street, Suite 1400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5666498	CADMIUMCD	
<b>Registration Number:</b>	5406054	CADMIUMCD BRING YOUR EVENT TOGETHER	
<b>Registration Number:</b>	4021594	CONFERENCE HARVESTER	
<b>Registration Number:</b>	4768701	ABSTRACT SCORECARD	
<b>Registration Number:</b>	4021595	CONFERENCE PASSPORT	
<b>Registration Number:</b>	4024994	CADMIUM CD MEETING EDUCATION MADE EASY	
<b>Registration Number:</b>	5464275	EVENTSCRIBE	
<b>Registration Number:</b>	4776777	SURVEY MAGNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	202.370.4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1182188		

OP \$215.00 5666498

<b>NAME OF SUBMITTER:</b>	D'Arcy Conrique
<b>SIGNATURE:</b>	/D'Arcy Conrique/
<b>DATE SIGNED:</b>	01/31/2020
<b>Total Attachments: 8</b> source=Bridge Bank - Cadmium - Intellectual Property Security Agreement - Cadmium (1.2020) [Executed]#page1.tif source=Bridge Bank - Cadmium - Intellectual Property Security Agreement - Cadmium (1.2020) [Executed]#page2.tif source=Bridge Bank - Cadmium - Intellectual Property Security Agreement - Cadmium (1.2020) [Executed]#page3.tif source=Bridge Bank - Cadmium - Intellectual Property Security Agreement - Cadmium (1.2020) [Executed]#page4.tif source=Bridge Bank - Cadmium - Intellectual Property Security Agreement - Cadmium (1.2020) [Executed]#page5.tif source=Bridge Bank - Cadmium - Intellectual Property Security Agreement - Cadmium (1.2020) [Executed]#page6.tif source=Bridge Bank - Cadmium - Intellectual Property Security Agreement - Cadmium (1.2020) [Executed]#page7.tif source=Bridge Bank - Cadmium - Intellectual Property Security Agreement - Cadmium (1.2020) [Executed]#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 31, 2020, (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **CADMIUM CD LLC**, a Maryland limited liability company ("**Grantor**"), is made with reference to (i) the Loan and Security Agreement, dated as of January 31, 2020 (as amended from time to time, the "**Loan Agreement**"), between Lender and Event HoldCo, LLC, a Delaware limited liability company and (ii) the Security Agreement, dated as of January 31, 2020 (as amended from time to time, the "**Security Agreement**"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Security Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the registered Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the registered Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the registered Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) protectable design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

(k) provided, and notwithstanding anything contained in this Agreement or the Security Agreement to the contrary, the foregoing security interest and the term "Collateral" shall not include the Excluded Property described in **Exhibit D**.

The rights and remedies of Lender with respect to the security interests granted hereunder are in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, 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 Agreement and the Security Agreement, the Security Agreement shall control.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**CADMIUM CD LLC,**  
a Maryland limited liability company

By: Michelle Wyatt

Name: Michelle Wyatt

Title: President

**LENDER:**

**WESTERN ALLIANCE BANK,**  
an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:  
c/o EVENT ACQCO, INC.  
Suite #101  
19 Newport Drive  
Forest Hill, MD 21050  
Attn: Michelle Wyatt  
EMAIL: michelle@cadmiumcd.com

Address for Notices:  
Western Alliance Bank  
One East Washington Street, Suite 1400  
Phoenix, AZ 85004  
Attn: Legal Department  
Email: Dan Pistone@bridgebank.com

With a copy to:  
STG PARTNERS, LLC  
428 University Ave.  
Palo Alto, CA 94301  
Attn: Bill Chisholm  
EMAIL: bill@stgpartners.com

And

PAUL HASTINGS LLP  
101 California Street, 48th Floor  
San Francisco, CA 94111  
Attention: Steve L. Camahort and Alex S.  
Kaufman  
Email: stevecamahort@paulhastings.com and  
alexkaufman@paulhastings.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**

**REEL: 006853 FRAME: 0525**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**CADMIUM CD LLC,**  
a Maryland limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:  
c/o EVENT ACQCO, INC.  
Suite #101  
19 Newport Drive  
Forest Hill, MD 21050  
Attn: Michelle Wyatt  
EMAIL: michelle@cadmiumcd.com

With a copy to:  
STG PARTNERS, LLC  
428 University Ave.  
Palo Alto, CA 94301  
Attn: Bill Chisholm  
EMAIL: bill@stgpartners.com

And

PAUL HASTINGS LLP  
101 California Street, 48th Floor  
San Francisco, CA 94111  
Attention: Steve L. Camahort and Alex S.  
Kaufman  
Email: stevecamahort@paulhastings.com and  
alexkaufman@paulhastings.com

**LENDER:**

**WESTERN ALLIANCE BANK,**  
an Arizona corporation

By: Eric Johnson

Name: Eric Johnson

Title: AVP

Address for Notices:  
Western Alliance Bank  
One East Washington Street, Suite 1400  
Phoenix, AZ 85004  
Attn: Legal Department  
Email: Dan Pistone@bridgebank.com

**EXHIBIT A**  
**REGISTERED COPYRIGHTS**

NONE.

**EXHIBIT B**

**REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
CadmiumCD	5666498	Jan. 29, 2019
CADMIUMCD BRING YOUR EVENT TOGETHER	5406054	Feb. 20, 2018
Conference Harvester	4021594	Sep. 6, 2011
Abstract Scorecard	4768701	Jul. 7, 2015
Conference Passport	4021595	Sep. 6, 2011
Cadmium CD Meeting Education Made Easy	4024994	Sep. 13, 2011
Eventscribe	5464275	May 8, 2018
SURVEY MAGNET	4776777	Jul. 21, 2015



**EXHIBIT C**  
**REGISTERED PATENTS**

NONE.

**EXHIBIT D**

**EXCLUDED PROPERTY**

**EXHIBIT D**

**EXCLUDED PROPERTY**

"Excluded Property" shall mean (i) so long as Borrower, in consultation with the Bank, has determined that pledging the voting equity interests of any CFC or Excluded Foreign Subsidiary would result in material adverse tax consequences, (x) voting equity interests of such CFC or Excluded Foreign Subsidiary, to the extent that such equity interests represent more than sixty-five percent (65%) of the outstanding voting equity interests of such Subsidiary, and (y) all equity interests of any Subsidiary of such CFC or Excluded Foreign Subsidiary; (ii) any license, contract, equipment or cash collateral deposit, in each case if the granting of a Lien in such license, contract, equipment or cash collateral deposit is prohibited by or would constitute a default under the agreement governing such license, contract, equipment or cash collateral deposit (but (A) only to the extent such prohibition is enforceable under applicable law and (B) other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-408 or 9-409 (or any other Section) of Division 9 of the Code); (iii) any United States intent-to-use trademark applications or intent-to-use service mark applications to the extent and for so long as the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, a Credit Party's right, title or interest therein or any trademark or service mark issued as a result of such application under applicable Federal law; (iv) any Equipment not financed by Bank or rights of Credit Party as a licensee to the extent the granting of a security interest therein (i) would be contrary to applicable law or (ii) is prohibited by or would constitute a default under any agreement or document governing such property (but only to the extent such prohibition is enforceable under applicable law); provided that upon the termination or lapsing of any such prohibition, such property shall automatically be part of the Collateral; and provided further that the provisions of this paragraph shall in no case exclude from the definition of "Collateral" any Accounts, proceeds of the disposition of any property, or general intangibles consisting of rights to payment, all of which shall at all times constitute "Collateral"; and provided further that any Equipment financed by Bank will at all times constitute "Collateral"; or (v) any interest in real property underlying the lease of such real property.

Capitalized terms not otherwise defined in this Exhibit D shall have the meaning ascribed to such terms in the Loan Agreement.