

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM577767

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vivid Seats LLC		05/22/2020	Limited Liability Company: DELAWARE
Active Ticket Company LP		05/22/2020	Limited Partnership: DELAWARE
World Ticket Source, LLC		05/22/2020	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust, National Association, as a collateral agent
<b>Street Address:</b>	50 South Sixth Street, Suite 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5153713	MORE THAN TICKETS, VIVID SEATS. . .
<b>Registration Number:</b>	5153712	VIVID VALUES
<b>Registration Number:</b>	5153703	VIVIDSEATS
<b>Registration Number:</b>	5057489	VS
<b>Registration Number:</b>	5034796	WIN-SURANCE
<b>Registration Number:</b>	3614140	VIVID SEATS
<b>Registration Number:</b>	5260452	VIVIDSEATS
<b>Registration Number:</b>	5227233	FAN AMBASSADOR
<b>Registration Number:</b>	5227231	THE MORE YOU SEE, THE MORE YOU SAVE
<b>Registration Number:</b>	5578012	FANDEMONIUM
<b>Registration Number:</b>	5589387	FIND YOUR SEATS AT VIVID SEATS
<b>Registration Number:</b>	5815160	VS
<b>Registration Number:</b>	5284116	ACTIVE TICKET COMPANY
<b>Registration Number:</b>	5284115	ACTIVE TICKET COMPANY
<b>Registration Number:</b>	5169537	SEE MORE. SIT CLOSER.

CH \$490.00 5153713

Property Type	Number	Word Mark
Registration Number:	5193840	VIVID SEATS
Registration Number:	5906004	SKYBOX
Registration Number:	5235582	WORLDTICKETSOURCE
Registration Number:	5235583	WORLD TICKET SOURCE

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2136207848  
**Email:** iprecordations@whitecase.com  
**Correspondent Name:** Justine Lu/White & Case LLP  
**Address Line 1:** 555 South Flower Street, 2700  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>ATTORNEY DOCKET NUMBER:</b>	4433117-0259-S216
<b>NAME OF SUBMITTER:</b>	Justine Lu
<b>SIGNATURE:</b>	/Justine Lu/
<b>DATE SIGNED:</b>	05/22/2020

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT, dated as of May 22, 2020 (this “Agreement”), among the grantors identified on the signature page hereto (each, a “Grantor”) and Wilmington Trust, National Association, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of May 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Hoya Midco, LLC, a Delaware limited liability company (the “Borrower”), Hoya Intermediate, LLC, a Delaware limited liability company (“Holdings”) the Lenders from time to time party thereto and Wilmington Trust, National Association, as Administrative Agent and (b) the Collateral Agreement dated of May 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral 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 (other than the Borrower) is an Affiliate of the Borrower 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 Collateral Agreement, and if not defined therein, the meanings specified in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Collateral 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 the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States Trademark applications and registrations, including the registrations and applications therefor as listed on Schedule I attached hereto (the “Trademark Collateral”), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses associated with or symbolized by the Trademark Collateral and (iv) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the Trademark Collateral. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only 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 or any registration that may issue therefrom under applicable federal law.

**SECTION 3. Termination.** Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the Security Interest under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. 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 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

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

VIVID SEATS LLC, as Grantor



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

Name: Stanley Chia  
Title: President and Chief Executive Officer

ACTIVE TICKET COMPANY LP, as Grantor



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

Name: Stanley Chia  
Title: President and Chief Executive Officer


WORLD TICKET SOURCE, LLC, as Grantor



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

Name: Stanley Chia  
Title: President and Chief Executive Officer

Schedule I

Trademark	Registration Number	Application Number	Application Date	Registration Date	Status	Current Owner
MORE THAN TICKETS, VIVID SEATS...	5153713	86765964	9/23/2015	3/7/2017	REGISTERED	VIVID SEATS LLC
VIVID VALUES	5153712	86765885	9/23/2015	3/7/2017	REGISTERED	VIVID SEATS LLC
VIVIDSEATS	5153703	86753898	9/11/2015	3/7/2017	REGISTERED	VIVID SEATS LLC
	5057489	86753886	9/11/2015	10/11/2016	REGISTERED	VIVID SEATS LLC
WIN-SURANCE	5034796	86765911	9/23/2015	9/6/2016	REGISTERED	VIVID SEATS LLC
VIVID SEATS	3614140	77537543	8/1/2008	4/28/2009	REGISTERED	VIVID SEATS LLC
VIVIDSEATS	5260452	87271960	12/16/2016	8/8/2017	REGISTERED	VIVID SEATS LLC
FAN AMBASSADOR	5227233	87230620	11/8/2016	6/20/2017	REGISTERED	VIVID SEATS LLC
THE MORE YOU SEE, THE MORE YOU SAVE	5227231	87230562	11/8/2016	6/20/2017	REGISTERED	VIVID SEATS LLC
FANDEMONTUM	5578012	87229094	11/7/2016	10/9/2018	REGISTERED	VIVID SEATS LLC
FIND YOUR SEATS AT VIVID SEATS	5589387	87807091	2/22/2018	10/23/2018	REGISTERED	VIVID SEATS LLC



ACTIVE TICKET COMPANY	5815160	88133152	9/26/2018	7/23/2019	REGISTERED	VIVID SEATS LLC
ACTIVE TICKET COMPANY	5284116	87190496	10/1/2016	9/12/2017	REGISTERED	ACTIVE TICKET COMPANY LP
ACTIVE TICKET COMPANY	5284115	87190495	10/1/2016	9/12/2017	REGISTERED	ACTIVE TICKET COMPANY LP
SEE MORE. SIT CLOSER.	5169537	86911644	2/18/2016	3/28/2017	REGISTERED	VIVID SEATS LLC
VIVID SEATS	5193840	86753919	9/11/2015	5/2/2017	REGISTERED	VIVID SEATS LLC
SKYBOX	5906004	86339161	7/16/2014	11/12/2019	REGISTERED	VIVID SEATS LLC
WORLD TICKET SOURCE (STYLIZED. DES IGN)	5235582	87190490	10/01/2016	7/4/2017	REGISTERED	WORLD TICKET SOURCE, LLC
WORLD TICKET SOURCE (STANDARD CHARACTER MARK)	5235583	87190493	10/01/2016	7/4/2017	REGISTERED	WORLD TICKET SOURCE, LLC