

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer Statement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TicketLeap, Inc.		09/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, as Agent		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4661289	SELFIE TICKET	
Registration Number:	4554723	TICKETLEAP	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152686538		
Email:	achung@mofo.com		
Correspondent Name:	Jennifer Lee Taylor, Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	078816-0000017		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/Jennifer Lee Taylor/		
DATE SIGNED:	09/24/2020		
Total Attachments: 11			
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**TRANSFER STATEMENT
NEW YORK UNIFORM COMMERCIAL CODE SECTION 9-619**

This Transfer Statement is provided by Western Alliance Bank, in its capacity as Agent under that certain Guaranty and Security Agreement dated June 7, 2019 (the "Security Agreement") and that certain Credit Agreement dated June 7, 2019 (as amended by that certain First Amendment to Credit Agreement dated July 23, 2020, together with the Security Agreement, collectively, the "Agreements") (hereinafter "Seller Agent"), pursuant to § 9-610 of the New York Uniform Commercial Code (the "UCC"), with respect to certain assets of PM Purchaser, Inc., a Delaware corporation, as Borrower and Grantor ("PM Grantor"), and the other Grantor Parties set forth in the Asset Purchase Agreement and Certificate of Sale dated as of September 18, 2020 (the "APA") (collectively with PM Grantor, the "Grantors") sold to Nortap Ticketleap Inc., a Delaware corporation ("Transferee") by foreclosure sale under § 9-610 of the UCC pursuant to the APA.

Seller Agent hereby certifies as follows:

1. PM Grantor defaulted in connection with obligations secured by the collateral specifically described in paragraph 3 below (the "Collateral").
2. Seller Agent, pursuant to the terms and provisions of the Agreements, has exercised its post default remedies with respect to the Collateral.
3. By reason of Seller Agent's exercise of its remedies and pursuant to the APA, Transferee has acquired all right, title and interest of Ticketleap, Inc., a Delaware corporation ("Ticketleap") in and to the Collateral, which is specifically described as follows:
 - a. all accounts, chattel paper, documents (as defined in the UCC), equipment, general intangibles, instruments, inventory, investment property, letter of credit rights and any supporting obligations related to any of the foregoing;
 - b. deposit accounts at institutions other than Seller Agent which are designated by any Grantor as "Customer Trust Accounts" (collectively "Customer Cash");
 - c. the commercial tort claims described on Schedule 1 to the Security Agreement and on any supplement thereto received by Seller Agent pursuant to Section 5.9 of the Security Agreement;
 - d. all books and records pertaining to the Collateral;
 - e. all property of such Grantor held by Seller Agent, including all property of every description in the custody of or in transit to such Seller Agent for any purpose, including safekeeping, collection or pledge, for the account of such Grantor or as to which such Grantor may have any right or power;

- f. all other goods (including but not limited to fixtures) and personal property of such Grantor, whether tangible or intangible and wherever located;
- g. the intellectual property described in the Security Agreement and in that certain Trademark Security Agreement dated June 7, 2019; and
- h. to the extent not otherwise included, all proceeds of the foregoing.

All terms above have the meanings given to them in the UCC, as amended or supplemented from time to time.

PROVIDED, HOWEVER, that the Subject Assets do not include the money and deposit accounts held at Seller Agent, all other deposit accounts of Grantors except Customer Cash which is being transferred to Purchaser, the Excluded Collateral described in the Security Agreement, and the following to the extent such property is otherwise part of the Subject Assets:

- a. all Pledged Collateral as defined in the Security Agreement and including the stock or stock equivalents shown on the attached "Schedule 4" of the Security Agreement; and
- b. the Excluded Assets as defined in that certain Asset Purchase Agreement, dated as of September 18, by and among Grantors, the other subsidiaries of Patron Technology, Inc., a Delaware corporation, signatory thereto, and Nortap Technology Inc., a Delaware corporation.

4. Pursuant to the APA and § 9-610 of the UCC, and for the consideration provided in the APA, Seller Agent has sold and transferred to Transferee all right, title and interest of Ticketleap in and to all of the Collateral as described above.

5. The following are the names and mailing addresses of the Seller Agent, Grantors and Transferee:

Seller Agent: Western Alliance Bank, 55 Almaden Boulevard, Suite 100, San Jose CA 95113

Grantors: (see list attached as Exhibit A, and incorporated herein)

Transferee: Nortap Ticketleap Inc., a Delaware corporation

Executed effective this 18th day of September, 2020.

SELLER AGENT:

Western Alliance Bank, an Arizona corporation

By: 
Lori Edwards, Director

Transfer Statement
Exhibit A
Names and Addresses of Grantors

Patron Technology, Inc., a Delaware corporation 850 Seventh Avenue, Suite 1201 New York, NY 10019	Patron Technology, Inc., a Delaware corporation 650 Smithfield Street Pittsburgh, PA 15222
PatronManager, LLC, a Delaware limited liability company (now known as PT Manager, LLC, a Delaware limited liability company) 850 Seventh Avenue, Suite 1201 New York, NY 10019	PatronManager, LLC, a Delaware limited liability company (now known as PT Manager, LLC, a Delaware limited liability company) 650 Smithfield Street Pittsburgh, PA 15222
Ticketleap, Inc., a Delaware corporation 2401 Walnut Street, Suite 602 Philadelphia, PA 19103	Ticketleap, Inc., a Delaware corporation 650 Smithfield Street, Floor 13 Pittsburgh, PA 15222
SeatAdvisor, Inc., a California corporation 2655 Camino del Rio North, Suite 470 San Diego, CA 92108	SeatAdvisor, Inc., a California corporation 3033 5th Avenue, Suite 235 San Diego, CA 92103
PT Fan Engagement Inc., a Florida corporation 7827 Gun Hwy Tampa, FL 33626	ShowClix, Inc., a Pennsylvania corporation (now known as SC Event Management, Inc., a Pennsylvania corporation) 650 Smithfield Street, Floor 13 Pittsburgh, PA 15222
Fish Technologies LLC, a Florida corporation 16750 Westgrove Drive, Suite 600 Addison, TX 75001	Fish Technologies LLC, a Florida corporation 16775 Addison Rd, Suite 550 Addison, TX 75001
PM Purchaser, Inc., a Delaware corporation 650 Smithfield Street Pittsburgh, PA 15222	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2019, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Hercules Capital, Inc. ("Hercules"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 7, 2019 (including all exhibits and schedules hereto, as the same may be amended, amended and restated, extended, refinanced and/or otherwise modified from time to time, the "Credit Agreement"), by and among PM Purchaser, Inc. (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 7, 2019 in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Collateral) (the "Trademark Collateral"):

(a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Collateral), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

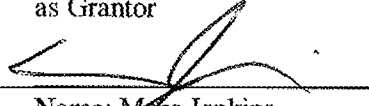
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

PATRONMANAGER, LLC,
as Grantor

By: 
Name: Marc Jenkins
Title: Chief Executive Officer

SHOWCLIX, INC.,
as Grantor

By: 
Name: Marc Jenkins
Title: Chief Executive Officer

PT FAN ENGAGEMENT INC.,
as Grantor

By: 
Name: Marc Jenkins
Title: Chief Executive Officer

TICKETLEAP, INC.,
as Grantor

By: 
Name: Marc Jenkins
Title: Chief Executive Officer

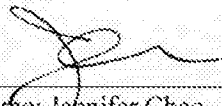
SEATADVISOR, INC.,
as Grantor

By: 
Name: Marc Jenkins
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

HERCULES CAPITAL, INC.
as Agent

By:


Name: Jennifer Choe
Title: Assistant General Counsel

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

I. REGISTERED TRADEMARKS

Mark/Name	Registration Number	Registration Date	Owner
SEATADVISOR	5705637	19-MAR-2019	SeatAdvisor, Inc.
SHOWCLIX	5683339	26-FEB-2019	ShowClix, Inc.
PATRONINSIGHT	5331040	07-NOV-2017	PatronManager, LLC
THUZI EVENT PASS	5279566	05-SEP-2017	PT Fan Engagement Inc.
WE TURN LIVE EVENTS INTO LIFE EVENTS	5279367	05-SEP-2017	PT Fan Engagement Inc.
TURNING LIVE EVENTS INTO LIFE EVENTS	5279368	05-SEP-2017	PT Fan Engagement Inc.
patronmanager 	5008085	26-JUL-2016	PatronManager, LLC
PATRONMANAGER	4965678	24-MAY-2016	PatronManager, LLC
PATRONMANAGER CRM	4747405	02-JUN-2015	PatronManager, LLC
PATRONMAIL	4636744	11-NOV-2014	PatronManager, LLC

Selfie Ticket	4661289	23-DEC-2014	Ticketleap, Inc.
TicketLeap	4554723	24-JUN-2014	Ticketleap, Inc.
TEAMCLOUD	4242995	13-NOV-2012	PT Fan Engagement Inc.
THUZI	4024943	13-SEP-2011	PT Fan Engagement Inc.
PATRONMANAGER	3894478	21-DEC-2010	PatronManager, LLC
PATRONMANAGER	3716398	24-NOV-2009	PatronManager, LLC
PATRON TECHNOLOGY	2733116	01-JUL-2003	PatronManager, LLC

2. TRADEMARK APPLICATIONS

Mark/Name	Application Number	Application Date	Owner
BLOCKS	87047672 Pending (Intent to Use)	24-MAY-2016	Ticketleap, Inc.
EVINT	87724705 Published (Pending) Intent to Use	18-DEC-2017	ShowClix, Inc.

3. IP LICENSES

None.