

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Bill of Sale
RESUBMIT DOCUMENT ID:	900571298
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Western Alliance Bank, as Agent		09/18/2020	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	Nortap Technology Inc.
Street Address:	c/o Vector Capital, One Market Street Steuart Tower, 23rd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5705637	SEATADVISOR
Registration Number:	5683339	SHOWCLIX
Registration Number:	5279566	THUZI EVENT PASS
Registration Number:	5279367	WE TURN LIVE EVENTS INTO LIFE EVENTS
Registration Number:	5279368	TURNING LIVE EVENTS INTO LIFE EVENTS
Registration Number:	4024943	THUZI
Serial Number:	87724705	EVINT

CORRESPONDENCE DATA

Fax Number: 4152687522

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: 4152686538

Email: achung@mofa.com

Correspondent Name: Jennifer Lee Taylor, Morrison & Foerster

Address Line 1: 425 Market Street

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 078816-000017

NAME OF SUBMITTER:	Jennifer Lee Taylor
SIGNATURE:	/Jennifer Lee Taylor/
DATE SIGNED:	10/22/2020
Total Attachments: 7 source=Patron -- Collateral Bill of Sale (Nortap Technology Inc.)#page1.tif source=Patron -- Collateral Bill of Sale (Nortap Technology Inc.)#page2.tif source=Patron -- Collateral Bill of Sale (Nortap Technology Inc.)#page3.tif source=Patron -- Collateral Bill of Sale (Nortap Technology Inc.)#page4.tif source=Patron -- Collateral Bill of Sale (Nortap Technology Inc.)#page5.tif source=Patron -- Collateral Bill of Sale (Nortap Technology Inc.)#page6.tif source=Patron -- Collateral Bill of Sale (Nortap Technology Inc.)#page7.tif	

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale"), dated as of September 18, 2020, is made and entered into 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"; capitalized terms used herein but not otherwise defined having the meanings set forth in the Agreements) (hereinafter "Seller Agent"), for the benefit of Nortap Technology Inc., a Delaware corporation ("Purchaser").

WHEREAS, Seller Agent and Purchaser are parties to that certain Asset Purchase Agreement and Certificate of Sale, dated as of September 18, 2020 (as may be amended, modified or supplemented from time to time, the "Purchase Agreement"), pursuant to which Purchaser or one or more of its Affiliates has purchased certain assets of the Grantors of Seller Agent (the "Subject Assets" as defined in the Purchase Agreement);

WHEREAS, this Bill of Sale is being entered into in connection with the transactions contemplated by the Purchase Agreement;

WHEREAS, capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement; and

WHEREAS, pursuant to this Bill of Sale, Seller Agent desires to evidence the transfer to Purchaser of all of the right, title and interest of the Grantors listed on Exhibit A attached hereto (the "Specified Grantors") in and to the Subject Assets, including, without limitation, the trademarks and trademark applications set forth on Exhibit B attached hereto, free and clear of any and all security interests of Seller Agent, including but not limited to those security interests that Seller Agent holds for the benefit of certain Secured Parties as described in the Agreements, and any security interest or lien subordinate thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller Agent and Purchaser do hereby agree as follows:

1. Transfer of Subject Assets. Seller Agent hereby transfers to Purchaser, effective as of the date hereof, all of the right, title and interest of the Specified Grantors in and to the Subject Assets, including, without limitation, the trademarks and trademark applications set forth on Exhibit B attached hereto, free and clear of any and all security interests of Seller Agent, including but not limited to those security interests that Seller Agent holds for the benefit of certain Secured Parties as described in the Agreements, and any security interest or lien subordinate thereto.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller Agent's representations, warranties, covenants, agreements and indemnities relating to the Subject Assets, are incorporated herein by this reference. Seller Agent and Purchaser acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or

inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Governing Law; Submission to Jurisdiction. All aspects of this agreement, including construction, validity and performance of this agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, United States of America. The Parties agree that this Agreement has been entered into and is to be performed in Santa Clara County, California. Any dispute arising out of or related to this agreement shall be subject to the exclusive jurisdiction of the state and Federal courts located in Santa Clara County, State of California.

4. WAIVER OF RIGHT TO TRIAL BY JURY. EACH OF THE PURCHASER AND SELLER AGENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING BASED UPON, ARISING OUT OF, OR RELATED TO THIS BILL OF SALE, ANY PROVISION HEREOF OR ANY OF THE TRANSACTIONS.

5. Binding Effect: Amendments and Waivers. This Bill of Sale, together with the Purchase Agreement, contains the entire agreement between the Parties hereto pertaining to the subject matter contained in it and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreements, representations, and understanding. The Parties, and each of them, understand, represent and agree that this Bill of Sale is made without reliance upon any inducement, statement, promise, term, provision or representation other than as is specifically stated herein and in the Purchase Agreement. There are no terms of this Bill Of Sale other than those contained herein and in the Purchase Agreement.

6. Invalid Provisions, Modification. The Parties agree that the Bill of Sale shall be deemed jointly prepared so that its terms shall not be interpreted more or less favorably against any one Party on the basis of the preparation of this portion of the Bill Of Sale. The Parties further agree that the Bill Of Sale shall not be modified or amended other than by a writing signed by each of the Parties hereto. If any provision of this Bill Of Sale shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Bill Of Sale and the remaining parts of this Bill Of Sale shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been part of this Bill Of Sale.

7. Authority. The Parties hereto, and each of them, represent and warrant that the undersigned, respectively, have the authority to bind them and all who claim through them; and further represent and warrant that this Bill Of Sale shall inure to the benefit of and be binding upon their respective heirs, administrators, representatives, successors, trustees and assigns. Nothing in this Bill Of Sale, expressed or implied, is intended to confer any rights or remedies upon any person, other than the Parties hereto and their respective permitted and lawful successors and assigns.

8. Counterparts. This Bill of Sale may be executed in counterparts (including electronically, by facsimile or PDF signature), each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument and contract, and will be effective when counterparts have been signed by each of the parties and delivered to the other


parties. The delivery of copies of this Bill of Sale, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Bill of Sale or such other document for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Bill of Sale as of the date first set forth above at San Jose, California.

SELLER AGENT:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 
Name: Lori Edwards
Title: Director

Acknowledged and agreed to by:

PURCHASER:

☐ NORTAP TECHNOLOGY INC.

By: 

Name: Robert Amen

Title: President

Bill of Sale

TRADEMARK
REEL: 007083 FRAME: 0823

Exhibit A

Specified Grantors

1. Patron Technology, Inc., a Delaware corporation
2. SeatAdvisor, Inc., a California corporation
3. PT Fan Engagement Inc., a Florida corporation
4. ShowClix, Inc., a Pennsylvania corporation (now known as SC Event Management, Inc., a Pennsylvania corporation)
5. Fish Technologies LLC, a Florida corporation
6. PM Purchaser, Inc., a Delaware corporation

Exhibit B

Trademarks and Trademark Applications

Registered Trademarks

Registration Number	Registration Date
5705637	March 19, 2019
5683339	February 26, 2019
5279566	September 5, 2017
5279367	September 5, 2017
5279368	September 5, 2017
4024943	September 13, 2011

Trademark Applications

Application Number	Application Date
87724705	December 18, 2017