

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TODAYTIX, INC.		12/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BAIN CAPITAL CREDIT, LP		
Street Address:	200 Clarendon Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5502044	X	
Registration Number:	4783028	TODAYTIX	
Registration Number:	4514280	TODAYTIX	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	BCCI-6360-003		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		
DATE SIGNED:	12/11/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Agreement*”), dated as of December 11, 2020, is made by and between **TODAYTIX, INC.**, a Delaware corporation (“*Grantor*”), and **BAIN CAPITAL CREDIT, LP**, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) for the Secured Parties (as defined in the Term Loan Agreement referenced below).

RECITALS

A. WHEREAS, pursuant to that certain Term Loan Agreement dated as of December 11, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Term Loan Agreement*”) among **TODAYTIX, INC.**, a Delaware corporation (the “*Borrower*”), the several financial institutions or entities from time to time parties thereto as lenders (each a “*Lender*” and collectively, the “*Lenders*”), and Administrative Agent, the Lenders have severally agreed to make financial accommodations to Grantor upon the terms and conditions set forth therein;

B. WHEREAS, in connection with the Term Loan Agreement, Grantor and certain affiliates of Grantor have executed and delivered the Guarantee and Collateral Agreement, dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), in favor of Administrative Agent;

C. WHEREAS, pursuant to the Collateral Agreement, the Grantor pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the IP Collateral as set forth herein; and

D. WHEREAS, pursuant to the terms of the Collateral Agreement and in furtherance thereof, Grantor has duly authorized and agreed to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Administrative Agent as follows:

1. **Incorporation of Collateral Agreement.** The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Administrative Agent by Grantor pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest and Lien in the IP Collateral (as defined below) made and granted hereby by the Grantor are more fully set forth in the Collateral Agreement, and the terms and provisions thereof are hereby incorporated in their entirety by this reference thereto, and nothing in this Agreement shall be deemed to limit such rights and remedies. Capitalized terms used herein which are not defined herein, but are defined in the Collateral Agreement, shall have the meanings given to them in the Collateral Agreement.

2. **Grant of Security Interest.** To secure the complete and timely satisfaction of the Obligations, Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in and to all of Grantor’s right, title and interest in, to and under all Intellectual Property of Grantor, including, without limitation, the following, whether now existing or hereafter arising (collectively, the “*IP Collateral*”):

(a) patents and patent applications, including, without limitation, those set forth in Schedule 1, which are pending or issued with the United States Patent and Trademark Office (the “USPTO”) (collectively, the “*Patents*”);

(b) trademark registrations and applications, including, without limitation, those set forth in Schedule 2, together with the goodwill connected with the use thereof and symbolized thereby, which are pending or registered with the USPTO (collectively, the “*Trademarks*”);

(c) copyright registrations, and copyright applications, including, without limitation, those set forth in Schedule 3, which are pending or registered with the United States Copyright Office (collectively, the “*Copyrights*”);

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution and misappropriation; *provided* that nothing in this Agreement shall constitute an assignment of an “intent to use” application of a trademark, to the extent such assignment would render the application void.

3. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Administrative Agent.

4. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

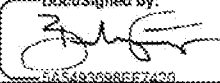
5. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TODAYTIX, INC.,
a Delaware corporation

DocuSigned by:


By: _____
Name: **Brian Fenty**
Title: **Chief Executive Officer**

AGREED TO AND ACCEPTED:

ADMINISTRATIVE AGENT:

BAIN CAPITAL CREDIT, LP,
a Delaware limited Partnership

DocuSigned by:


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By: _____

Name: Andrew S. Viens

Title: Managing Director and Global Head
of Operations


SCHEDULE 1

Patents

None.

SCHEDULE 2

Trademarks

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
X 	USPTO	16 INT. CL. 16 PRINTED MAGAZINES IN THE FIELD OF ART, FASHION, ENTERTAINMENT, THEATRE, CULTURE AND GENERAL HUMAN INTEREST; PERIODICALLY PUBLISHED MAGAZINE FEATURING TOPICS OF INTEREST TO THEATRE GOERS AND ART LOVERS; GENERAL FEATURE MAGAZINE IN THE FIELD OF THEATRE, ARTS, FASHION, ENTERTAINMENT, CULTURE AND GENERAL HUMAN INTEREST	87678794 09-NOV-2017	5502044 26-JUN-2018	TODAYTIX, INC.	Registered
TODAYTIX	USPTO	42 INT. CL. 42 PROVIDING ON-LINE NON-DOWNLOADABLE SOFTWARE FOR PURCHASING TICKETS FOR LIVE THEATER EVENTS	86263016 25-APR-2014	4783028 28-JUL-2015	TODAYTIX, INC.	Registered
TODAYTIX	USPTO	9 INT. CL. 9 SOFTWARE APPLICATION FOR MOBILE PHONE AND TABLET COMPUTERS, NAMELY, ELECTRONIC APPLICATION FOR PURCHASING TICKETS FOR LIVE THEATER EVENTS	86057646 06-SEP-2013	4514280 15-APR-2014	TODAYTIX, INC.	Registered

SCHEDULE 3

Copyrights

None.