

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eventbrite, Inc.		12/21/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 N. Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4987325	TONEDEN	
Registration Number:	5263296	TONEDEN	
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:	6179517790		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Ronald M. Duvernay		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	107024-0072-002		
NAME OF SUBMITTER:	Ronald M. Duvernay		
SIGNATURE:	/r duvernay/		
DATE SIGNED:	02/12/2021		
Total Attachments: 5			
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**FIRST SUPPLEMENT TO GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS FIRST SUPPLEMENT TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of December 21, 2020 (this "Agreement"), is made by Eventbrite, Inc., a Delaware corporation (the "Obligor"), in favor of Wilmington Trust, National Association, as administrative agent (in such capacity, together with any successor administrative agent appointed pursuant to the Credit Agreement, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time party to the Credit Agreement, dated as of May 9, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement") by and among the Obligor as Borrower, the Lenders from time to time party thereto and the Agent.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Obligor and certain of its Subsidiaries executed and delivered a Security Agreement, dated as of May 9, 2020, in favor of the Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Credit Agreement and the Security Agreement, Obligor became a party to that certain Grant of Security Interest in Trademark Rights, dated as of May 9, 2020 in favor of the Agent for the benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "IP Security Agreement"), which was recorded with the United States Patent and Trademark Office (the "USPTO") at Reel 006936/Frame 0210, and assigned to the Agent by the predecessor Agent, FP Credit Partners, L.P., pursuant to the Assignment and Assumption of Trademark Security Agreement, dated as of June 15, 2020, recorded with the USPTO at 006970/Frame 0523;

WHEREAS, pursuant to the Security Agreement and IP Security Agreement, Obligor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all of its rights, title and interest in, to and under the Trademarks including, without limitation, those Trademarks listed on Schedule A attached to the IP Security Agreement; and

WHEREAS, the Obligor hereby desires to confirm the continuing pledge of, and the grant of a security interest in, the Trademarks, including the Additional Trademark Collateral (as defined below) and enter into this Agreement for purposes of supplementing, but not replacing, Schedule A attached to the IP Security Agreement.

NOW THEREFORE, Obligor agrees, for the benefit of the Agent and the Secured Parties as follows:

1. *Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement, the Security Agreement, or the IP Security Agreement, as applicable.

2. *Supplement to Schedule A.* Schedule A to the IP Security Agreement is hereby supplemented, but not replaced, by adding the Trademarks listed on Schedule A-1 annexed hereto (such items, the "Additional Trademark Collateral"). Obligor hereby confirms and reaffirms its pledge and grant of a continuing security interest in all of the Obligor's right, title and interest in, to and under the Additional Trademark Collateral to the Agent for the benefit of the Secured Parties, to secure payment, performance and observance of the Obligations.

3. *Purpose.* This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the USPTO.

4. *Acknowledgment.* The security interests granted to the Agent in the IP Security Agreement are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and/or the IP Security Agreement, on the one hand, and the terms of the Credit Agreement or the Security Agreement, on the other hand, the terms of the Credit Agreement or the Security Agreement shall govern.

5. Except as provided herein, all terms and conditions to the IP Security Agreement remain in full force and effect. The Obligor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.

6. *Counterparts.* This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Obligor and the Agent.

7. *Governing Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


EVENTBRITE, INC., as Obligor

DocuSigned by:
By: Charles Baker
Name: Charles Baker
Title: Chief Financial Officer

[Signature Page to First Supplement to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007191 FRAME: 0319

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as the Agent


By: 
Name: Joseph B. Feil
Title: Vice President

[Signature Page to First Supplement to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007191 FRAME: 0320

SCHEDULE A-1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
TONEDEN	---	---	4987325	6/28/2016
	---	---	5263296	8/15/2017