

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVENT HOLDCO, LLC		12/22/2021	Limited Liability Company: DELAWARE
CADMIUM LLC		12/22/2021	Limited Liability Company: MARYLAND
COMMUNICATION PARTNERS INTERNATIONAL, LLC		12/22/2021	Limited Liability Company: MARYLAND
DLC SOLUTIONS LLC		12/22/2021	Limited Liability Company: DELAWARE
WARPWIRE, INC.		12/22/2021	Corporation: NORTH CAROLINA
EVENTREBELS, LLC		12/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5666498	CADMIUMCD	
Registration Number:	5406054	CADMIUMCD BRING YOUR EVENT TOGETHER	
Registration Number:	4021594	CONFERENCE HARVESTER	
Registration Number:	4768701	ABSTRACT SCORECARD	
Registration Number:	4021595	CONFERENCE PASSPORT	
Registration Number:	4024994	CADMIUM CD MEETING EDUCATION MADE EASY	
Registration Number:	5464275	EVENTSCRIBE	
Registration Number:	4776777	SURVEY MAGNET	
Registration Number:	6443879	ETHOSCE	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3902727	ER
Registration Number:	2767539	EVENTREBELS.COM
Serial Number:	88469575	ETHOSCE

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 312.862.3135

Email: barbara.siepka@kirkland.com

Correspondent Name: Barbara M. Siepka

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 49970-3

NAME OF SUBMITTER: Barbara M. Siepka

SIGNATURE: /Barbara M. Siepka/

DATE SIGNED: 12/23/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 22 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Alter Domus (US) LLC, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

W I T N E S S E T H :

WHEREAS, EVENT HOLDCO, LLC, a Delaware limited liability company (“*Event HoldCo*”), CADMIUM LLC, a Maryland limited liability company (“*Cadmium*”), COMMUNICATION PARTNERS INTERNATIONAL, LLC, a Maryland limited liability company (“*CommPartners*”), DLC SOLUTIONS LLC, a Delaware limited liability company (“*DLC*”), EVENTREBELS, LLC, a Delaware limited liability company (“*EventRebels*”), WARPWIRE, INC., a North Carolina corporation (“*WarpWire*”; and together with EventRebels, Cadmium, CommPartners, DLC and any entity that joins the Credit Agreement as a borrower, each, individually, a “*Borrower*” and collectively, the “*Borrowers*”), the Subsidiaries of the Credit Parties that are Guarantors or become Guarantors thereunder pursuant to Section 8.10 thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and Alter Domus (US) LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”), and as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into a Revolving Credit and Term Loan Agreement, dated as of December 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of December 22, 2021 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, 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 and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the 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 grants to the Collateral 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, in each instance, excluding the Excluded Collateral (the “*Trademark Collateral*”):

or

- (a) all of its Trademarks, including 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 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 and subject to the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), 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.

Section 5. 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 LAW OF THE STATE OF NEW YORK. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.11 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[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.

EVENT HOLDCO, LLC, as Grantor

By: Mike Dunn
Name: Mike Dunn
Title: Chief Financial Officer

CADMIUM LLC, as Grantor

By: Mike Dunn
Name: Mike Dunn
Title: Chief Financial Officer

**COMMUNICATION PARTNERS
INTERNATIONAL, LLC, as Grantor**

By: Mike Dunn
Name: Mike Dunn
Title: Chief Financial Officer

DLC SOLUTIONS LLC, as Grantor

By: Mike Dunn
Name: Mike Dunn
Title: Chief Financial Officer

WARPWIRE, INC., as Grantor

By: Mike Dunn
Name: Mike Dunn
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

EVENTREBELS, LLC, as Grantor

By:

A handwritten signature in black ink, appearing to read "Mike Dunn", is written over a horizontal line.

Name: Mike Dunn

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007540 FRAME: 0231

ACCEPTED:

ALTER DOMUS (US) LLC, as Collateral Agent

By: 

Name: Winnalynn N. Kantaris

Title: Associate General Counsel

[Signature Page to Trademark Agreement]