

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM697642

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aventri, LLC		12/23/2021	Limited Liability Company: DELAWARE
Loopd LLC		12/23/2021	Limited Liability Company: DELAWARE
Meeting Play LLC		12/23/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	PNC Plaza 300, 5th Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	National Banking Association: PENNSYLVANIA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	5044879	MEETINGPLAY
<b>Registration Number:</b>	5795705	
<b>Registration Number:</b>	5723666	AVENTRI
<b>Registration Number:</b>	5426890	ETOUCHES
<b>Registration Number:</b>	5381316	EVENT PERFORMANCE INDEX
<b>Registration Number:</b>	5381315	ENGAGEMENT SCORE
<b>Registration Number:</b>	6208203	LOOPD

## CORRESPONDENCE DATA

**Fax Number:** 6175236850  
**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:** 617-523-2700  
**Email:** susan.dinicola@hklaw.com,kate.ferrara@hklaw.com  
**Correspondent Name:** Holland & Knight LLP  
**Address Line 1:** 10 St. James Avenue  
**Address Line 4:** Boston, MASSACHUSETTS 02116

TRADEMARK

REEL: 007541 FRAME: 0757

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	12/26/2021
<b>Total Attachments: 7</b> source=PNC_Meeting Play - Trademark Security Agreement_153851906_1#page1.tif source=PNC_Meeting Play - Trademark Security Agreement_153851906_1#page2.tif source=PNC_Meeting Play - Trademark Security Agreement_153851906_1#page3.tif source=PNC_Meeting Play - Trademark Security Agreement_153851906_1#page4.tif source=PNC_Meeting Play - Trademark Security Agreement_153851906_1#page5.tif source=PNC_Meeting Play - Trademark Security Agreement_153851906_1#page6.tif source=PNC_Meeting Play - Trademark Security Agreement_153851906_1#page7.tif	

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this "Trademark Security Agreement") is made as of this 23rd day of December, 2021, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of December 23, 2021 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Guarantor Agreement") among Grantors, MPAV UPPER MIDCO, LLC, a Delaware limited liability company, ZENTILA, LLC, a Delaware limited liability company, and ITN INTERNATIONAL, LLC, a Delaware limited liability company, in favor of Agent;

WHEREAS, pursuant to the Guarantor Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantor Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. GUARANTOR SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Guarantor Security Agreement. Each Grantor hereby acknowledges and affirms 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 Guarantor Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations,

amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank signature page follows.]*

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.

GRANTORS:


**AVENTRI, LLC,**  
a Delaware limited liability company

By:   
Name: Lisa Vann Schwinger  
Title: Chief Executive Officer

**LOOPD LLC,**  
a Delaware limited liability company

By:   
Name: Lisa Vann Schwinger  
Title: Chief Executive Officer

MEETING PLAY LLC,  
a Delaware limited liability company


By:   
Name: Lisa Vann Schwinger  
Title: Chief Executive Officer





SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Country	Status	Filing Date	Serial No.	Registration Date	Registration No.	Registrant
MEETINGPLAY	US	IA	February 9, 2016	86901779	September 20, 2016	5044879	Meeting Play LLC
	US	IA	May 21, 2018	87929386	July 2, 2019	5795705	Aventri, LLC
AVENTRI	US	IA	April 24, 2018	87890576	April 9, 2019	5723666	Aventri, LLC
ETOUCHES	US	IA	August 1, 2017	87551860	March 20, 2018	5426890	Aventri, LLC
EVENT PERFORMANCE INDEX	US	IA	April 1, 2016	86961575	January 1, 2018	5381316	Aventri, LLC
ENGAGEMENT SCORE	US	IA	April 1, 2016	86961569	January 16, 2018	5381315	Aventri, LLC
LOOPD	US	IA	May 27, 2015	86643137	December 1, 2020	6208203	Loopd LLC

Licenses

None.