

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vivid Betcha, LLC		03/14/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97095933	BETCHA	
Serial Number:	97095940	BETCHA	
Serial Number:	97095943	BETCHA SPORTS	
Serial Number:	97095946	BETCHA SPORTS	
Serial Number:	97095949	B	
Serial Number:	97096130	B	
Serial Number:	97096133	BETCHA	
Serial Number:	97096134	BETCHA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	162167 TM		

OP \$215.00 97095933

NAME OF SUBMITTER:	Yooson Sandy Lee
SIGNATURE:	/Yooson Sandy Lee/
DATE SIGNED:	03/14/2022
Total Attachments: 4 source=Vivid Seats- Vivid Betcha, LLC - Trademark Security Agreement (EXECUTED)#page1.tif source=Vivid Seats- Vivid Betcha, LLC - Trademark Security Agreement (EXECUTED)#page2.tif source=Vivid Seats- Vivid Betcha, LLC - Trademark Security Agreement (EXECUTED)#page3.tif source=Vivid Seats- Vivid Betcha, LLC - Trademark Security Agreement (EXECUTED)#page4.tif	

TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2022 (this “Agreement”), among the grantors identified on the signature page(s) hereto (each, a “Grantor”) and Barclays Bank PLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Hoya Midco, LLC, a Delaware limited liability company (the “Borrower”), Hoya Intermediate, LLC, a Delaware limited liability company (“Holdings”) the Lenders and Issuing Banks from time to time party thereto and Barclays Bank PLC, as Administrative Agent and (b) the First Lien Collateral Agreement dated of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement, and if not defined therein, the meanings specified in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States Trademark applications and registrations, including the registrations and applications therefor as listed on Schedule I attached hereto (the “Trademark Collateral”), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses associated with or symbolized by the Trademark Collateral and (iv) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the Trademark Collateral. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the Security Interest under this Agreement. Any execution

and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

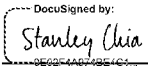
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.



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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VIVID BETCHA, LLC, as a Grantor

By: 
Name: Stanley Chia
Title: President and Chief Executive Officer

Schedule I

Trademark	App. No.	Status	Owner / Applicant	Jurisdiction
BETCHA	US 97/095,933	Pending	Betcha Sports, Inc.	USPTO
BETCHA	US 97/095,940	Pending	Betcha Sports, Inc.	USPTO
BETCHA SPORTS	US 97/095,943	Pending	Betcha Sports, Inc.	USPTO
BETCHA SPORTS	US 97/095,946	Pending	Betcha Sports, Inc.	USPTO
	US 97/095,949	Pending	Betcha Sports, Inc.	USPTO
	US 97/096,130	Pending	Betcha Sports, Inc.	USPTO
Betcha	US 97/096,133	Pending	Betcha Sports, Inc.	USPTO
Betcha	US 97/096,134	Pending	Betcha Sports, Inc.	USPTO