

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPOTLIGHT TICKET MANAGEMENT, INC.		03/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	555 S. MANGUM STREET		
Internal Address:	SUITE 1000		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97158427	TICKETMANAGER	
Serial Number:	97158435	TICKETMANAGER	
Serial Number:	97201560	TICKETMANAGER	
Serial Number:	97201567	TICKETMANAGER	
Serial Number:	97201565		
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	(919) 314-3114		
Email:	diligencereview@pacwest.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	555 S. MANGUM STREET		
Address Line 2:	SUITE 1000		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLAS NANCE-JLT/		
DATE SIGNED:	03/25/2022		

CH \$140.00 97158427

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 23, 2021 by and between **PACIFIC WESTERN BANK** (“*Bank*”) and **SPOTLIGHT TICKET MANAGEMENT, INC.**, a Delaware corporation (“*Grantor*”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of May 24, 2017, as amended (as the same may be further amended, modified or supplemented from time to time, the “*Loan Agreement*”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, “*Intellectual Property Collateral*”).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of

the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Spotlight Ticket Management, Inc.
26635 West Agoura Road (Bldg. E),
Suite 200
Calabasas, CA 91302
Attn: Anthony Knopp
Email: tony@ticketmanager.com

with a copy to:

Dimitry Herman
Herman Law LLC
Attn: dimitry.herman@hermanlawllc.com

Address of Bank:


Pacific Western Bank
406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Operations Manager
Email: loanotices@pacwest.com

with a copy to:

Pacific Western Bank
5404 Wisconsin Avenue, 2nd Floor
Chevy Chase, MD 20815
Attn: Tohi Oleru
Email: toleru@pacwest.com

GRANTOR:

SPOTLIGHT TICKET MANAGEMENT, INC.

By: 
Name: Anthony Knopp
Title: CEO

BANK:

PACIFIC WESTERN BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Spotlight Ticket Management, Inc.
26635 West Agoura Road (Bldg. E),
Suite 200
Calabasas, CA 91302
Attn: Anthony Knopp
Email: tony@ticketmanager.com

with a copy to:

Dimitry Herman
Herman Law LLC
Attn: dimitry.herman@hermanlawllc.com

Address of Bank:

Pacific Western Bank
406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Operations Manager
Email: loannotices@pacwest.com

with a copy to:

Pacific Western Bank
5404 Wisconsin Avenue, 2nd Floor
Chevy Chase, MD 20815
Attn: Tolu Oleru
Email: toleru@pacwest.com

GRANTOR:

SPOTLIGHT TICKET MANAGEMENT, INC.

By: _____

Name: _____

Title: _____

BANK:

PACIFIC WESTERN BANK

By: Tolu Oleru

Name: Tolulope Oleru

Title: VP

TRADEMARK

REEL: 007671 FRAME: 0839

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE.		

EXHIBIT B
PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
NONE.		

EXHIBIT C
TRADEMARKS

Description	Serial Number	Filing Date
TICKETMANAGER	97158427	12/6/2021
TICKETMANAGER (Design)	97158435	12/6/2021
TICKETMANAGER	97201560	1/4/2022
TICKETMANAGER (Design)	97201567	1/4/2022
(Design Only)	97201565	1/4/2022