

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM741765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JN/TT MERGER SUB, INC.		07/15/2022	Corporation: DELAWARE
TIXTRACK, INC.		07/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SIGNATURE BANK		
Street Address:	565 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5478384	NLIVEN	
Serial Number:	86274920	NLIVEN	
Serial Number:	86077797	TT TIXTRACK	
Serial Number:	86077793	TIXTRACK TURNING DATA INTO DOLLARS	
Serial Number:	86077789	TIXTRACK PROFESSIONAL	
Serial Number:	85859080	THAT'S THE TICKET	
Serial Number:	77687891	TIXTRACK	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (121271-01036)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	121271-01036		
NAME OF SUBMITTER:	Timothy D. Pecsénye		

OP \$190.00 5478384

SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/18/2022
Total Attachments: 11 source=Intellectual Property Security Agreement (Signature - TixTrack) - Executed#page1.tif source=Intellectual Property Security Agreement (Signature - TixTrack) - Executed#page2.tif source=Intellectual Property Security Agreement (Signature - TixTrack) - Executed#page3.tif source=Intellectual Property Security Agreement (Signature - TixTrack) - Executed#page4.tif source=Intellectual Property Security Agreement (Signature - TixTrack) - Executed#page5.tif source=Intellectual Property Security Agreement (Signature - TixTrack) - Executed#page6.tif source=Intellectual Property Security Agreement (Signature - TixTrack) - Executed#page7.tif source=Intellectual Property Security Agreement (Signature - TixTrack) - Executed#page8.tif source=Intellectual Property Security Agreement (Signature - TixTrack) - Executed#page9.tif source=Intellectual Property Security Agreement (Signature - TixTrack) - Executed#page10.tif source=Intellectual Property Security Agreement (Signature - TixTrack) - Executed#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is dated as of July 15, 2022 by and among JN/TT MERGER SUB, INC., a Delaware corporation (together with its successors and permitted assigns “Merger Sub”), as an initial Borrower, immediately upon consummation of the Effective Date Merger, TIXTRACK, INC., a Delaware corporation (together with its successors and permitted assigns “TixTrack”), and the other Persons listed on the signature pages and party hereto as a “grantor” (all collectively, together with each other Person joined hereto from time to time, collectively, the “Grantors” and each a “Grantor”), and SIGNATURE BANK, as Lender (as defined below) (in such capacity, together with its successors and assigns, “Lender”).

WHEREAS, pursuant to that certain Revolving Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantors, certain other Persons party thereto as Credit Party Guarantors from time to time, and Lender, the Lender agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Collateral Documents (as defined in the Credit Agreement), Grantors have granted to Lender a lien and security interest in substantially all of their assets to secure the Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Lender’s Liens in the Intellectual Property of Grantors.

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 Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Lender of the Obligations under the Credit Agreement, each Grantor hereby collaterally assigns, pledges and grants to Lender for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of Grantors’ Collateral, including all right, title and interest of such Grantor in, to and under the following, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the “IP Collateral”):

(a) All of such Grantor’s (i) copyrights, copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 1, (ii) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, and (iv) all of such Grantor’s rights corresponding thereto throughout the world (all of the foregoing, collectively, the “Copyrights”);

(b) All of such Grantor's patents and patent applications, including (i) the patents and patent applications listed on Schedule 2, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Patents");

(c) All of such Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 3, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); *provided* that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations that issue therefrom under applicable federal law), and all reissues, continuations or extensions of the foregoing (as applicable); and

(d) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for any infringement of any Intellectual Property.

3. SECURITY FOR OBLIGATIONS. This 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 Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to Lender pursuant to the Credit Agreement or any other Loan Document.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Collateral Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Collateral Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and any Collateral Document, such Collateral Document shall control.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Lender as follows: Schedule 1, Schedule 2 and Schedule 3 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Lender unilaterally to modify this

Agreement by amending Schedule 1, Schedule 2 or Schedule 3 to include any such new IP Collateral of any Grantor identified in a written notice provided by any Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Lender's continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.

7. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of New York, without regard to conflicts of laws principles thereof (other than Section 5-1401 of the New York General Obligations Law).

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

9. CONSTRUCTION. The headings of the various sections and subsections of this Agreement have been inserted for convenience only and shall not in any way affect the meaning or construction of any of the provisions hereof. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular.

10. TERMINATION. The security interests, liens and rights granted to Lender hereunder shall continue in full force and effect until all Obligations indefeasibly paid in full ("Payment in Full"), or until Lender has terminated this Agreement in writing. Accordingly, each Borrower waives any rights which it may have under the Uniform Commercial Code to demand the filing of termination statements with respect to the IP Collateral, and Lender shall not be required to send such termination statements to Grantors, or to file them with any filing office, unless and until Payment in Full or this Agreement shall have been terminated in accordance with its terms. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until Payment in Full.

IN WITNESS WHEREOF, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

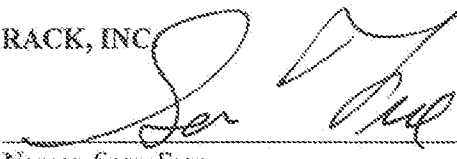
PRIOR TO CONSUMMATION OF EFFECTIVE DATE
MERGER, AS INITIAL BORROWER,

JN/TT MERGER SUB, INC.

By: 
Name: Nicholas O. Scandalios
Title: Executive Vice President

IMMEDIATELY FOLLOWING THE
CONSUMMATION OF THE EFFECTIVE DATE
MERGER, AS BORROWER,

TIXTRACK, INC.

By: 
Name: Sean Free
Title: Chief Operating Officer

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1

Copyrights

None.

SCHEDULE II

Patents

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status	Notes
SYSTEM AND METHOD FOR PRICING SECONDARY INVENTORY	USA	TixTrack, Inc.	June 7, 2022	11354688	Live	Assignment of Assignors Interest to TixTrack, Inc. (RF: 049478/0836 on 5/20/2019)
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	August 31, 2021	11107012	Live	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	August 24, 2021	11100432	Live	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	August 10, 2021	11087243	Live	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	March 30, 2021	10963818	Live	Assignment of Assignors Interest to TixTrack, Inc. (RF: 049462/0057 on 5/20/2019)
DISPLAY PANEL OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	USA	TixTrack, Inc.	May 26, 2020	D885425	Live	Assignment of Assignors Interest to TixTrack, Inc. (RF: 051294/0442 on 5/20/2019)
DISPLAY PANEL OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	USA	TixTrack, Inc.	February 4, 2020	D874487	Live	Assignment of Assignors Interest to TixTrack, Inc. (RF: 043940/0145 on 4/30/2016)

Schedules to Intellectual Property Security Agreement

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status	Notes
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	January 7, 2020	10528894	Live	None
DISPLAY PANEL OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	USA	TixTrack, Inc.	December 31, 2019	D871428	Live	Assignment of Assignors Interest to TixTrack, Inc. (RF: 049462/0214 on 5/20/2019)
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	October 22, 2019	10453001	Live	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	September 24, 2019	10423895	Live	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	September 24, 2019	10423894	Live	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	January 29, 2019	10192174	Live	None
Display Screen or Portion of a Display Screen with a Computer Generated Venue Map and a Pop Up Window Appearing in response to an Electronic Pointer	USA	TixTrack, Inc.	January 15, 2019	D838288	Live	Assignment of Assignors Interest to TixTrack, Inc. (RF: 038223/0594 on 11/10/2012)
DISPLAY PANEL OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	USA	TixTrack, Inc.	November 21, 2017	D803248	Live	Assignment of Assignors Interest to TixTrack, Inc. (RF: 039347/0845 on 4/30/2016)
DISPLAY PANEL OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	USA	TixTrack, Inc.	August 16, 2016	D763860	Live	Assignment of Assignors Interest to TixTrack, Inc.


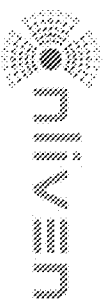
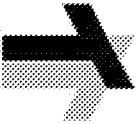

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status	Notes
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	January 28, 2014	8639541	Live	(RF: 038434/0554 on 4/30/2016)
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	February 28, 2012	8126748	Live	Assignment of Assignors Interest to TixTrack, Inc. (RF: 022874/0549 on 3/5/2009)
SYSTEM AND METHOD FOR INTELLIGENT TICKETING	USA	TixTrack, Inc.	(February 1, 2022)	(17590506)	Live	Assignment of Assignors Interest to TixTrack, Inc. (RF: 058851/0650 on 2/12/2015)
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	(August 3, 2021)	(17392754)	Live	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	(March 15, 2021)	(17201428)	Dead	Assignment of Assignors Interest to TixTrack, Inc. (RF: 055604/0363 on 5/20/2019)
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM WITH SOCIAL DISTANCING	USA	TixTrack, Inc.	(April 17, 2020)	(16852289)	Notice of Appeal Filed	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	(September 8, 2016)	(15260208)	Dead	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	(September 26, 2016)	(15276676)	Dead	None


Schedules to Intellectual Property Security Agreement

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status	Notes
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	(December 23, 2013)	(14139814)	Dead	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	(March 7, 2013)	(13789581)	Dead	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	(January 29, 2013)	(13752743)	Dead	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	(January 17, 2013)	(13744268)	Dead	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	(January 15, 2013)	(13742296)	Dead	None
SPORTS AND CONCERT EVENT TICKET PRICING AND VISUALIZATION SYSTEM	USA	TixTrack, Inc.	(January 20, 2012)	(13355453)	Dead	None
SYSTEM AND METHOD FOR INTELLIGENT TICKETING	USA	TixTrack, Inc.	(March 5, 2018)	(15912394)	Dead	Assignment of Assignors Interest to TixTrack, Inc. (RF: 045506/0136 on 2/12/2015)

SCHEDULE III

Trademarks

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status	Notes
 NLIVEN	USA	TixTrack, Inc.	May 29, 2018	5478384	Live	None
	USA	TixTrack, Inc.	(May 7, 2014)	(86274920)	Dead	None
 tixtrack	USA	TixTrack, Inc.	(September 29, 2013)	(86077797)	Dead	None
TIXTRACK TURNING DATA INTO DOLLARS	USA	TixTrack, Inc.	(September 29, 2013)	(86077793)	Dead	None
TIXTRACK PROFESSIONAL	USA	TixTrack, Inc.	(September 29, 2013)	(86077789)	Dead	None
 <i>That's the Ticket</i>	USA	TixTrack, Inc.	(February 25, 2013)	(85859080)	Dead	None

	USA	TixTrack, Inc.	(March 10, 2009)	(77687891)	Dead	None
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TRADEMARK

REEL: 007792 FRAME: 0807

Schedules to Intellectual Property Security Agreement

RECORDED: 07/18/2022