

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM762152

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HOMETOWN TICKETING, INC.		10/19/2022	Corporation: DELAWARE
Ticket Spicket, LLC		10/19/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK, as Administrative Agent		
<b>Street Address:</b>	3003 Tasman Drive, HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5275350	EASY PEASY TICKETING	
<b>Registration Number:</b>	5255861	#OWNYOURTICKETING	
<b>Registration Number:</b>	6034106	#OWNYOURTOUR	
<b>Registration Number:</b>	5198974	TICKET SPICKET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1811138		
<b>NAME OF SUBMITTER:</b>	Naomi Sakata, Corporate Paralegal		
<b>SIGNATURE:</b>	/Naomi Sakata/		

OP \$115.00 5275350

<b>DATE SIGNED:</b>	10/19/2022
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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of October 19, 2022 by and among **HOMETOWN TICKETING, INC.**, a Delaware corporation (the “*Borrower*”), and **TICKET SPICKET, LLC**, a Delaware limited liability company (“*Ticket*”, and together with the Borrower, individually and collectively, the “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and as collateral agent for the Lenders (together with its successors, in such capacities, the “*Administrative Agent*”).

RECITALS

1. Administrative Agent, the Lenders and the other Secured Parties have severally agreed to make initial extensions of credit to the Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of October 19, 2022, by and among the Borrower, the Lenders party thereto and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

2. The Grantor has entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

3. The Secured Parties are willing to make the Loans to the Borrower, but only upon the condition, among others, that the Grantor shall grant to Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Registered IP (as defined in the Guarantee and Collateral Agreement) owned by Grantor to secure the Secured Obligations of the Grantor under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents.

4. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under certain Collateral, including certain Registered IP owned by Grantor and have agreed as a condition thereof to execute this Agreement with respect to certain Registered IP owned by Grantor in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable.

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 the Secured Obligations, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

The Grantor grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under the Registered IP owned by Grantor that is listed on Exhibits A, B, and C hereto and including to the extent not otherwise included, all Proceeds and goodwill thereof, respectively, (the “*IP Collateral*”); provided that, notwithstanding the foregoing, the IP Collateral shall not include, and the security interests created by this Agreement, shall not extend to and the term IP Collateral (including all of the individual items comprising IP Collateral) shall not include any Excluded Assets.

Upon the Discharge of Obligations, the IP Collateral shall be automatically, immediately and fully released from the Liens in favor of the Administrative Agent and the other Secured Parties created hereby, this Agreement shall terminate with respect to the Administrative Agent and the other Secured Parties, and all obligations (other than those expressly stated to survive such termination) of each Grantor to the Administrative Agent or any other Secured Party hereunder shall automatically, immediately and fully terminate, all without delivery of any instrument or performance of any act by any party. At the sole expense of any Grantor following any such release and such termination, the Administrative Agent shall promptly take such actions and execute and deliver to Grantor such documents in form and substance mutually agreeable to such Grantor and the Administrative Agent as such Grantor shall reasonably request to evidence and effectuate such release and such termination (including releasing and terminating all security interests and other Liens in respect of the IP Collateral).

If any of the IP Collateral shall be sold, transferred or otherwise disposed of by any Grantor to a Person that is not a Grantor in a transaction permitted by Section 7 of the Credit Agreement or if any of the IP Collateral becomes Excluded Assets, (i) such IP Collateral shall be automatically, immediately and fully released from the Liens created hereby on such IP Collateral, and (ii) then the Administrative Agent, at the request and sole expense of such Grantor, shall promptly take such actions and execute and deliver to such Grantor all releases or other documents in form and substance mutually agreeable to such Grantor and the Administrative Agent reasonably necessary or desirable for the release and terminations of the Liens created hereby on such IP Collateral, as applicable. At the request and sole expense of the Borrowers, a Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Guarantor shall be sold, transferred or otherwise disposed of to a Person other than a Grantor in a transaction permitted by Section 7 of the Credit Agreement; provided that the Administrative Agent shall not be required to deliver any such release prior to the fifth Business Day following written request therefor by a Borrower identifying the relevant Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by a Borrower stating that such transaction is in compliance with terms and provisions of the Credit Agreement and the other Loan Documents.

This security interest is granted in conjunction with the security interest granted to Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


**THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.**

[Signature page follows.]

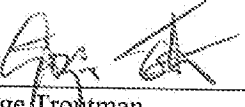
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**HOMETOWN TICKETING, INC.**

By:   
Name: George Troutman  
Title: Chief Financial Officer and Secretary

**TICKET SPICKET, LLC**

By:   
Name: George Troutman  
Title: Chief Financial Officer and Secretary

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007883 FRAME: 0067**

**ADMINISTRATIVE AGENT:**

**SILICON VALLEY BANK**

By:   
Name: Jordan Samiljan  
Title: Managing Director

EXHIBIT A

**U.S. PATENTS AND PATENT APPLICATIONS CONSTITUTING REGISTERED IP**

None.

EXHIBIT B

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK  
REGISTRATION CONSTITUTING REGISTERED IP**

(excluding any United States intent-to-use (or similar) trademark or service mark applications prior to the filing with, and acceptance by, the United States Patent and Trademark Office of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, to the extent and for so long as the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, such application or a Loan Party’s right, title or interest therein or any trademark or service mark issued as a result of such application under applicable Federal law)

<b>Grantor</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>
HomeTown Ticketing, Inc. (f/k/a Easy Peasy Ticketing, LLC)	Easy Peasy Ticketing	87293472	5275350
HomeTown Ticketing, Inc. (f/k/a Easy Peasy Ticketing, LLC)	#OwnYourTicketing	87293463	5255861
HomeTown Ticketing, Inc. (f/k/a Easy Peasy Ticketing, LLC)	#OwnYourTour	87391823	6034106
Ticket Spicket, LLC (f/k/a Ticket Spicket, Inc.)	TICKET SPICKET	87177101	5198974



EXHIBIT C

**U.S. COPYRIGHT REGISTRATIONS CONSTITUTING REGISTERED IP**

None.