

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM766834

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nortap Technology Inc.		11/09/2022	Corporation: DELAWARE
PatronManager Inc.		11/09/2022	Corporation: DELAWARE
Nortap Ticketleap Inc.		11/09/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as Agent
<b>Street Address:</b>	1800 Century Park East, Suite 1100
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	5902473	GREENCOPPER
Registration Number:	5209701	GROWTIX
Registration Number:	3755767	MARCATO
Registration Number:	6169747	EVINT
Registration Number:	5683339	SHOWCLIX
Registration Number:	5705637	SEATADVISOR
Registration Number:	5279566	THUZI EVENT PASS
Registration Number:	5279368	TURNING LIVE EVENTS INTO LIFE EVENTS
Registration Number:	5279367	WE TURN LIVE EVENTS INTO LIFE EVENTS
Registration Number:	4024943	THUZI
Registration Number:	5331040	PATRONINSIGHT
Registration Number:	5008085	PATRONMANAGER
Registration Number:	4965678	PATRONMANAGER
Registration Number:	3894478	PATRONMANAGER
Registration Number:	3716398	PATRONMANAGER
Registration Number:	2733116	PATRON TECHNOLOGY
Registration Number:	4661289	SELFIE TICKET

OP \$465.00 5902473

Property Type	Number	Word Mark
Registration Number:	4554723	TICKETLEAP

**CORRESPONDENCE DATA**

**Fax Number:** 3128637806

*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:** 3128637198

**Email:** nancy.brougher@goldbergkohn.com

**Correspondent Name:** Nancy J. Brougher, Paralegal

**Address Line 1:** c/o Goldberg Kohn Ltd.

**Address Line 2:** 55 East Monroe, Suite 3300

**Address Line 4:** CHICAGO, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	1989.767
<b>NAME OF SUBMITTER:</b>	Nancy Brougher
<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	11/09/2022

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of November, 2022, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 9, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Vector Patron Technology Intermediate Holdings LLC, a Delaware limited liability company, as parent ("Parent"), Nortap Technology Inc., a Delaware corporation ("Nortap Technology"), PatronManager Inc., a Delaware corporation ("PatronManager"), Nortap Ticketleap Inc., a Delaware corporation ("Nortap Ticketleap"), and collectively with Nortap Technology and PatronManager, "Borrowers" and each, individually, a "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with their respective successors and permitted assigns, in such capacity, each individually, a "Lender" and collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 9, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are party to the Guaranty and Security Agreement and are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, and to induce the Lender Group and Bank Products Providers to enter into the Credit Agreement, and to induce the Lender Group and Bank Products Group to make their respective extensions of credit to Borrowers thereunder, the 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such

Grantor's right, title and interest in and to the following (except for Excluded Assets), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of such Grantor's Trademarks including those referred to on Schedule I;

(b) all right, title and interest, in and to the applications and registrations therefore, and all renewals thereof, together with the goodwill of the business symbolized thereby, and with respect to intent-to-use based trademark applications, that part of the business to which the intent-to-use based trademark application pertains; 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, including the right to receive damages.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers 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. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and 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 Guaranty and Security Agreement, 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 Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademark application or registered trademarks or become entitled to the benefit of any trademark application or trademark registration, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademark rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an

original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW AND JURISDICTION AND WAIVER OF JURY TRIAL AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURISDICTION AND WAIVER OF JURY TRIAL AND JUDICIAL REFERENCE PROVISION SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

*[Remainder of page intentionally left blank, signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**NORTAP TECHNOLOGY INC., as a Grantor**

DocuSigned by:  
By: Marc Jenkins  
EB3F6E5C2DFB45C...  
Name: Marc Jenkins  
Title: Chief Executive Officer

**PATRONMANAGER INC., as a Grantor**

DocuSigned by:  
By: Marc Jenkins  
EB3F6E5C2DFB45C...  
Name: Marc Jenkins  
Title: Chief Executive Officer

**NORTAP TICKETLEAP INC., as a Grantor**

DocuSigned by:  
By: Marc Jenkins  
EB3F6E5C2DFB45C...  
Name: Marc Jenkins  
Title: Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**NORTAP TECHNOLOGY INC., as a Grantor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PATRONMANAGER INC., as a Grantor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**NORTAP TICKETLEAP INC., as a Grantor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent**

By:   
Name: Anna M. Bellinghausen  
Title: Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>REG. NUMBER</b>	<b>REG. DATE</b>	<b>OWNER</b>
GREENCOPPER	88400960	5902473	11/05/19	Nortap Technology Inc.
GROWTIX	86300626	5209701	05/23/17	Nortap Technology Inc.
MARCATO	77604169	3755767	03/02/10	Nortap Technology Inc.
EVINT	87724705	6169747	10/06/20	Nortap Technology Inc.
SHOWCLIX	87722122	5683339	02/26/19	Nortap Technology Inc.
SEATADVISOR	88135180	5705637	03/19/19	Nortap Technology Inc.
THUZI EVENT PASS	87144666	5279566	09/05/17	Nortap Technology Inc.
TURNING LIVE EVENTS INTO LIFE EVENTS	87107813	5279368	09/05/17	Nortap Technology Inc.
WE TURN LIVE EVENTS INTO LIFE EVENTS	87107797	5279367	09/05/17	Nortap Technology Inc.
THUZI	85091552	4024943	09/13/11	Nortap Technology Inc.
PATRONINSIGHT	87170775	5331040	11/07/17	PatronManager Inc.
PATRONMANAGER	86866067	5008085	07/26/16	PatronManager Inc.
PATRONMANAGER	86508641	4965678	05/24/16	PatronManager Inc.
PATRONMANAGER	77634155	3894478	12/21/10	PatronManager Inc.
PATRONMANAGER	77533763	3716398	12/24/09	PatronManager Inc.
PATRON TECHNOLOGY	76326201	2733116	07/01/03	PatronManager Inc.
SELFIE TICKET	86232542	4661289	12/23/14	Nortap Ticketleap Inc.
TICKETLEAP	86000601	4554723	06/24/14	Nortap Ticketleap Inc.