

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPOTLIGHT TICKET MANAGEMENT, INC.		11/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97201567	TICKETMANAGER	
Serial Number:	97201565		
Serial Number:	97201560	TICKETMANAGER	
Serial Number:	97158435	TICKETMANAGER	
Serial Number:	97158427	TICKETMANAGER	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	11/15/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 9, 2022 by and among SPOTLIGHT TICKET MANAGEMENT, INC., a Delaware corporation (“Parent”), SSSI ACQUISITION, LLC, a Delaware limited liability company (“Subsidiary”) and AVIDBANK, a California corporation (“Bank”). Parent and Subsidiary are each referred to herein as a “Grantor” and collectively, as the “Grantors”.

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which any Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

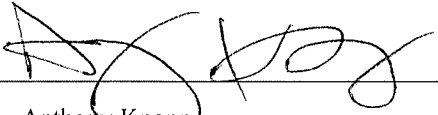
[SIGNATURE PAGE FOLLOWS]

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

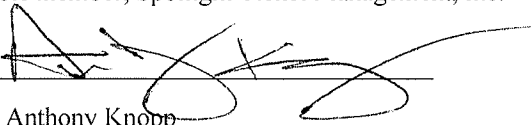
Address of Grantors:

26635 Agoura Road, Suite 200
Calabasas, CA 91302
Attn: CEO

SPOTLIGHT TICKET MANAGEMENT, INC.

By: 
Name: Anthony Knopp
Title: President and Chief Executive Officer

SSSI ACQUISITION, LLC
By its sole member, Spotlight Ticket Management, Inc.

By: 
Name: Anthony Knopp
Title: President and Chief Executive Officer

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Porter McKay

AVIDBANK

By: _____
Name: _____
Title: _____

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

Address of Grantors:

26635 Agoura Road, Suite 200
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By: _____

Name: Anthony Knopp

Title: President and Chief Executive Officer

SSSI ACQUISITION, LLC

By its sole member, Spotlight Ticket Management, Inc.

By: _____

Name: Anthony Knopp

Title: President and Chief Executive Officer

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Porter McKay

AVIDBANK

By: _____

Name: Porter McKay

Title: SVP - Managing Director

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Subsidiary *	Offshore boat race timing and scoring system	TXu000448217	January 10, 1991

* — Assigned from Sports Systems Services, Inc. pursuant to an Asset Purchase Agreement dated April 16, 2021 by and between Parent, Subsidiary, Sports Systems Services, Inc. and the other parties named therein.

EXHIBIT B

Patents


Please Check Box if No Patents Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Application Number / Patent Number</u>	<u>Application Date / Issue Date</u>
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Name of Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
Parent	TICKETMANAGER	97201567		January 4, 2022
Parent				January 4, 2022
Parent	TICKETMANAGER	97201565		January 4, 2022
Parent	TICKETMANAGER	97201560		December 6, 2021
Parent	TICKETMANAGER	97158435		December 6, 2021
Parent	TICKETMANAGER	97158427		December 6, 2021
Parent	SPOTLIGHT TMS	85891364	4532081	*
Parent	SPOTLIGHT TMS	85580753		*

* — indicates dead, abandoned or cancelled trademark