OP \$90.00 5930552

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM779961 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly Execution Date		Entity Type
STAGE FRONT TICKETS, LLC		12/16/2022	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	FIRSTRUST BANK		
Street Address:	32 W. Pennsylvania Avenue		
City:	Towson		
State/Country:	MARYLAND		
Postal Code:	21204		
Entity Type:	Corporation: PENNSYLVANIA		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5930552	STAGE FRONT
Registration Number:	5994037	STAGE FRONT TICKETS
Registration Number:	2525091	STAGE FRONT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: alesha.wright@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:

Jeff Peyton

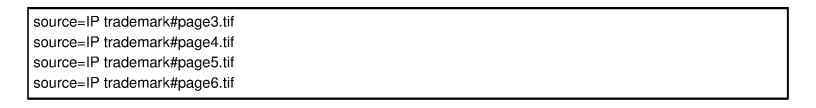
Jeff Peyton/

DATE SIGNED:

01/11/2023

Total Attachments: 6

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Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.					
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)				
	Additional names, addresses, or citizenship attached?				
STAGE FRONT TICKETS, LLC	Name: FIRSTRUST BANK				
Individual(s) Association	Street Address: 32 W. Pennsylvania Avenue				
☐ Partnership ☐ Limited Partnership	City: Towson				
Corporation- State: Maryland	State: Maryland				
◯ Other Limited Liability Company	Country:U.S.A. Zip: 21204				
Citizenship (see guidelines)Maryland	Individual(s) Citizenship				
Additional names of conveying parties attached? Yes X No					
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship				
Execution Date(s)December 16, 2022	Limited Partnership Citizenship				
Assignment Merger	Corporation Citizenship Pennsylvania				
	Other Citizenship				
Other	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment from the control of				
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) Text C. Identification or Description of Trademark(s) (and Eiling	B. Trademark Registration No.(s) US #5930552, US #5994037, US #2525091 Additional sheet(s) attached? Yes No				
C. Identification or Description of Trademark(s) (and Filing Mark/Title: Stage Front and Design Mark/Title: Stage Front Filing Date: 02/12/2019 Filing Date: 02/12/2019					
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Jeff Peyton	6. Total number of applications and registrations involved:				
Internal Address: Duane Morris LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$				
Street Address: 100 International Drive Suite 700	Authorized to be charged to deposit account Enclosed				
City:Baltimore	8. Payment Information:				
State: MD Zip:21202					
Phone Number: 410.949.2919					
Docket Number:	Deposit Account Number				
Email Address:jwpeyton@duanemorris.com	Authorized User Name				
9. Signature: Any Post	December 30, 2022				
Signature	Date				
	Total number of pages including cover sheet, attachments, and document:				
Signature Jeff Peyton Name of Person Signing	Total number of pages including cover				

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 16, 2022, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of FIRSTRUST BANK, as the administrative agent and collateral agent (the "Agent") for the lenders under that certain Credit Agreement (defined below).

WHEREAS, STAGE FRONT TICKETS, INC., a Maryland corporation ("Stage Front Tickets, Inc."), STAGE FRONT CONSIGNMENT, LLC, a Maryland limited liability company ("Stage Front Consignment"), STAGE FRONT FINANCING, LLC, a Maryland limited liability company ("Stage Front Financing"), STAGE FRONT TICKETS, LLC, a Maryland limited liability company ("Stage Front Tickets, LLC"), STAGE FRONT PRICING, LLC, a Maryland limited liability company ("Stage Front Pricing"), AFB, LLC, a Maryland limited liability company ("AFB"; together with Stage Front Tickets, Inc., Stage Front Consignment, Stage Front Financing, Stage Front Tickets, LLC and Stage Front Pricing, individually and collectively the "Borrower"), are the borrower under that certain Revolving Credit Agreement dated as of the date hereof among Borrower, the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrowers and Parent are party to that certain Security Agreement dated as of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement").

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:

SECTION 1. <u>Defined Terms</u>. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. <u>Security Interest</u>. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor's right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks listed on <u>Exhibit A</u> attached hereto (the "*Collateral*"). For the avoidance of doubt, the Collateral shall not include any Excluded Property (as such term is defined in the Security Agreement). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on <u>Exhibit A</u> attached hereto.

SECTION 3. <u>Incorporation by Reference</u>. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth

in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed *under seal* and delivered by its duly authorized officer as of the day and year first above written.

GRANTORS:

STAGE FRONT TICKETS, INC.

Name: Karl Roes

Title: President and Chief Executive Officer

STAGE FRONT CONSIGNMENT, LLC STAGE FRONT FINANCING, LLC STAGE FRONT TICKETS, LLC STAGE FRONT PRICING, LLC AFB, LLC

By: STAGE FRONT TICKETS, INC.,

as Sole Member

By, Lond / My (SEAL)

Name: Kar Roes

Title: President and Chief Executive Officer

Accepted:

FIRSTRUST BANK, as Agent

Name William I F Foxburrow

Title: Senior Vice President

EXHIBIT A

Trademark	Filing Date	Serial No.	Registration No.	Registration Date
	02/12/2019	88-298473	5930552	12/10/2019
Stage Front Tickets	02/12/2019	88-298562	5994037	02/25/2020
STAGE FRONT	05/09/2001	76-253921	2525091	01/01/2002

RECORDED: 01/11/2023