# OP \$40.00 4993335

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM791919
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Event Services, LLC			Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	First National Bank of Omaha	
Street Address:	1620 Dodge Street	
Internal Address:	STOP 3290	
City:	Omaha	
State/Country:	NEBRASKA	
Postal Code:	68102	
Entity Type:	National Banking Association: UNITED STATES	

#### **PROPERTY NUMBERS Total: 1**

	Property Type	Number	Word Mark
Re	gistration Number:	4993335	RENTALIZED

### **CORRESPONDENCE DATA**

Fax Number:

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:** 4026336870

**Email:** trademark@mcgrathnorth.com

Correspondent Name: Clint D. Cadwallader

Address Line 1: 1601 Dodge St, Suite 3700

Address Line 2: First National Tower

Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Clint D. Cadwallader	
SIGNATURE:	/Clint D. Cadwallader/	
DATE SIGNED:	03/06/2023	

#### **Total Attachments: 5**

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## **GRANT OF SECURITY INTEREST (TRADEMARKS)**

THIS GRANT OF SECURITY INTEREST (TRADEMARKS) (as the same may from time to time be amended, restated, modified or otherwise supplemented, the "<u>Agreement</u>"), dated February 28, 2023, is by AMERICAN EVENT SERVICES, LLC, a Delaware limited liability company (together with its successors and assigns, the "<u>Grantor</u>"), in favor of FIRST NATIONAL BANK OF OMAHA, a national banking association (together with its successors and assigns, the "<u>Secured Party</u>"). All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Credit Agreement (as defined below).

WHEREAS, Grantor and Secured Party have entered into that certain Credit Agreement dated of even date herewith (as the same may from time to time be amended, restated, modified or otherwise supplemented, the "Credit Agreement"), pursuant to which Secured Party, subject to the terms and conditions contained therein, has agreed to make loans to Grantor;

WHEREAS, it is a condition precedent to Secured Party making the loans to Grantor under the Credit Agreement that Grantor execute and deliver to Secured Party a security agreement in substantially the form hereof;

WHEREAS, Grantor has adopted, used and are using the trademarks, more particularly described on <u>Schedules 1-A</u> and <u>1-B</u> attached hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "<u>Trademarks</u>");

WHEREAS, Grantor and Secured Party have entered into a Security Agreement dated of even date herewith (as the same may from time to time be amended, restated, modified or otherwise supplemented, the "Security Agreement"); and

WHEREAS, Pursuant to the Security Agreement, Grantor has granted to Secured Party a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further pledge and grant to Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following Collateral:

- (a) the Trademarks, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
- (b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby 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.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Grant of Security Interest (Trademarks) upon request by Secured Party.

Secured Party's address is:

First National Bank of Omaha 1620 Dodge Street, Stop 1066 Omaha, Nebraska 68197 Attention: Bradley J. Brummund Miles Anderson

E-Mail: bradbrummund@fnni.com milesanderson@fnni.com

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantor has executed this Agreement as of the day and year first above written.

**GRANTOR:** 

AMERICAN EVENT SERVICES, LLC

Name: Anthony Tauer

Title: President

[Signature Page to Grant of Security Interest (Trademarks)]

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# **SCHEDULE 1-A**

# **Trademarks**

<u>Mark</u>	Country	Application No.	Registration No.
RENTALIZED	United States	86824183	4,993,335

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# **SCHEDULE 1-B**

**Trademark Applications** 

None.

**RECORDED: 03/06/2023** 

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