

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOMETOWN TICKETING, LLC		04/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRST-CITIZENS BANK & TRUST COMPANY		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5275350	EASY PEASY TICKETING	
Registration Number:	5255861	#OWNYOURTICKETING	
Registration Number:	6034106	#OWNYOURTOUR	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1958739 1		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		
DATE SIGNED:	04/06/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of April 5, 2023 by and between **HOMETOWN TICKETING, LLC**, a Delaware limited liability company (the “*Grantor*”), and **FIRST-CITIZENS BANK & TRUST COMPANY** (“*First Citizens*”), 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 Borrower (as defined below) (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of October 19, 2022 (as amended by that certain First Amendment to Credit Agreement, dated December 14, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among **HOMETOWN TICKETING, INC.**, a Delaware corporation (the “*Borrower*”), the Lenders party thereto and First Citizens (as successor by purchase to the Federal Deposit Insurance Corporation (the “*FDIC*”) as Receiver for Silicon Valley Bridge Bank, N.A. (“*SVBB*”) (as successor to Silicon Valley Bank (“*SVB*”))), as the Issuing Lender, as the Swingline Lender, and as the Administrative Agent. 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 joined that certain Guarantee and Collateral Agreement, dated as October 19, 2022 (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”), made by the Borrower and certain of its Affiliates in favor of First Citizens (as successor by purchaser to the FDIC as Receiver for SVBB (as successor to SVB)), as Administrative Agent.

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 the 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 the 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 the Grantor and the Administrative Agent as the 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 the Grantor to a Person that is not a Grantor (for this purpose only, as defined in the Guarantee and Collateral Agreement) 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 the Grantor, shall promptly take such actions and execute and deliver to the Grantor all releases or other documents in form and substance mutually agreeable to the 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 Borrower, the Grantor shall be released from its obligations hereunder in the event that all the Capital Stock of the Grantor shall be sold, transferred or otherwise disposed of to a Person other than a Grantor (for this purpose only, as defined in the Guarantee and Collateral Agreement) 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 the Borrower identifying the relevant Grantor (for this purpose only, as defined in the Guarantee and Collateral Agreement) 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 the 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 pages follow]

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, LLC

By: _____

Name: George Troutman

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008035 FRAME: 0588

ADMINISTRATIVE AGENT

FIRST-CITIZENS BANK & TRUST COMPANY

By: 

Name: Jordan Samiljan

Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008035 FRAME: 0589

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 or registered as a result of such application under applicable Federal law)

Grantor¹	Trademark	Application Number	Registration Number
HomeTown Ticketing, LLC	Easy Peasy Ticketing	87293472	5275350
HomeTown Ticketing, LLC	#OwnYourTicketing	87293463	5255861
HomeTown Ticketing, LLC	#OwnYourTour	87391823	6034106

¹ The above trademark are currently registered to HomeTown Ticketing, Inc. according to the U.S. Patent and Trademark Office database. Documentation memorializing an assignment to HomeTown Ticketing, LLC will be recorded with the U.S. Patent and Trademark Office.

EXHIBIT C

U.S. COPYRIGHT REGISTRATIONS CONSTITUTING REGISTERED IP

None.