

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SeatGeek, Inc.		06/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87795593	SEATGEEK ENTERPRISE	
Serial Number:	87000454		
Serial Number:	86651176	SEATGEEK	
Serial Number:	85196966	SEATGEEK	
Serial Number:	88421924	A TICKET FOR EVERY FAN	
Serial Number:	90764265	GET YOUR SEAT IN A SEAT	
Serial Number:	90837729	SEAT GEEK	
Serial Number:	90837748	SEAT GEEK	
Serial Number:	97072484		
Serial Number:	97454956	SEATGEEK	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O J. Bajada-Bartlett		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		

OP \$265.00 87795593

ATTORNEY DOCKET NUMBER:	054809-0089
NAME OF SUBMITTER:	Jessica Bajada-Bartlett
SIGNATURE:	/s/ Jessica Bajada-Bartlett
DATE SIGNED:	06/30/2023

Total Attachments: 11

source=Hercules - SeatGeek - Intellectual Property Security Agreement Executed(143152757.7)#page1.tif
source=Hercules - SeatGeek - Intellectual Property Security Agreement Executed(143152757.7)#page2.tif
source=Hercules - SeatGeek - Intellectual Property Security Agreement Executed(143152757.7)#page3.tif
source=Hercules - SeatGeek - Intellectual Property Security Agreement Executed(143152757.7)#page4.tif
source=Hercules - SeatGeek - Intellectual Property Security Agreement Executed(143152757.7)#page5.tif
source=Hercules - SeatGeek - Intellectual Property Security Agreement Executed(143152757.7)#page6.tif
source=Hercules - SeatGeek - Intellectual Property Security Agreement Executed(143152757.7)#page7.tif
source=Hercules - SeatGeek - Intellectual Property Security Agreement Executed(143152757.7)#page8.tif
source=Hercules - SeatGeek - Intellectual Property Security Agreement Executed(143152757.7)#page9.tif
source=Hercules - SeatGeek - Intellectual Property Security Agreement Executed(143152757.7)#page10.tif
source=Hercules - SeatGeek - Intellectual Property Security Agreement Executed(143152757.7)#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of June 30, 2023, is made by SEATGEEK, INC., a Delaware corporation (“SEATGEEK”), and EVERY FAN TICKETS, LLC, a Delaware limited liability company (“EFT”, and together with SEATGEEK, individually and collectively, the “Grantor”), in favor of HERCULES CAPITAL, INC., a Maryland corporation (“Agent”) in its capacity as administrative agent and collateral agent (together with its successors and assigns in such capacity, “Agent”) for itself and the Lenders (as defined below).

RECITALS

A. Grantor has entered into an Amended and Restated Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which 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 Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

7. Electronic Execution of Certain Other Documents. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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:

SEATGEEK, INC., a Delaware corporation



By: Brad Tacy

Title: Chief Financial Officer

GRANTOR:

EVERY FAN TICKETS, LLC, a Delaware limited liability company



By: Brad Tacy

Title: Manager

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent

By: _____

Title: _____

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:

SEATGEEK, INC., a Delaware corporation

By:

Title:

GRANTOR:

EVERY FAN TICKETS, LLC, a Delaware limited liability company

By:

Title:

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent

DocuSigned by:

Seth Meyer

By: Seth Meyer

Title: CFO

EXHIBIT A

Copyrights

None.


EXHIBIT B

Patents

APPLICATION TITLE	COUNTRY CODE	APPLICATION NUMBER	PATENT NUMBER	GRANTED DATE	PATENT STATUS
DEAL QUALITY FOR EVENT TICKETS	US	61/428,622	N/A	N/A	EXPIRED
DEAL QUALITY FOR EVENT TICKETS	US	13/339,423	N/A	N/A	ABANDONED
DEAL QUALITY FOR EVENT TICKETS	US	16/356,703	N/A	N/A	UNDER APPEAL
DIGITIZING VENUE MAPS	US	12/349,461	8,427,510	23-APR-13	GRANTED
DIGITIZING VENUE MAPS	US	13/732,342	8,890,872	18-NOV-14	GRANTED
DIGITIZING VENUE MAPS	US	14/543,199	9,836,706	5-DEC-17	GRANTED
DIGITIZING VENUE MAPS	US	15/831,187	10,387,806	20-AUG-19	GRANTED
SYSTEMS AND METHODS FOR OPTIMIZING EVENT SEATING	US	16/523,594	N/A	N/A	UNDER APPEAL
SYSTEM AND METHOD FOR SELECTING EVENT TICKETS	US	12/234,357	8,090,603	30-JAN-2012	GRANTED
SYSTEM AND METHOD FOR SELECTING EVENT TICKETS	US	13/070,824	8,494,884	23-JUL-2013	GRANTED

EXHIBIT C

Trademarks

Mark	Country	Status	Reg. No.	Reg. Date	App. No.	App. Filing Date	Owner
SEATGEEK ENTERPRISE	UNITED STATES	REGISTERED	5,610,221	11/20/2018	87/795,593	2/13/2018	SeatGeek, Inc.
SEAT Design 	UNITED STATES	REGISTERED	5,247,380	7/18/2017	87/000,454	4/14/2016	SeatGeek, Inc.

SEATGEEK	UNITED STATES	REGISTERED	4,898,019	2/9/2016	86/651,176	6/4/2015	SeatGeek, Inc.
SEATGEEK	UNITED STATES	REGISTERED	4,062,477	11/29/2011	85/196,966	12/13/2010	SeatGeek, Inc.
A TICKET FOR EVERY FAN	UNITED STATES	REGISTERED	5,914,592	11/19/2019	88/421,924	5/8/2019	SeatGeek, Inc.

GET YOUR SEAT IN A SEAT	UNITED STATES	REGISTERED	6,951,195	1/10/2023	90/764,265	6/9/2021	SeatGeek, Inc.
SEATGEEK (Stylized) (Black & White) SEAT GEEK	UNITED STATES	REGISTERED	6,890,884	11/1/2022	90/837,729	7/20/2021	SeatGeek, Inc.

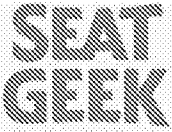


<p>SEATGEEK (Stylized) (Color)</p> 	<p>UNITED STATES</p>	<p>REGISTERED</p>	<p>7,027,056</p>	<p>4/11/2023</p>	<p>90/837,748</p>	<p>7/20/2021</p>	<p>SeatGeek, Inc.</p>
<p>TICKET Icon (Stylized) (Black & White)</p> 	<p>UNITED STATES</p>	<p>REGISTERED</p>	<p>7,044,578</p>	<p>5/2/2023</p>	<p>97/072,484</p>	<p>10/13/2021</p>	<p>SeatGeek, Inc.</p>
<p>SEATGEEK Wave Logo (Black & White)</p> 	<p>UNITED STATES</p>	<p>PENDING</p>			<p>97/454,956</p>	<p>6/13/2022</p>	<p>SeatGeek, Inc.</p>

EXHIBIT D
Mask Works

None.