

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TICKET EVOLUTION INC.		07/24/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUIST BANK		
Street Address:	303 Peachtree St., N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Chartered Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4060214	TICKET EVOLUTION	
Registration Number:	4060220	EVENTS365	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird LLP		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	594718		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	/Elissa Hart/		
DATE SIGNED:	07/24/2023		
Total Attachments: 4			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 24, 2023 (this “Security Agreement”), is made by **TICKET EVOLUTION INC.**, a Delaware corporation (the “Grantor”), in favor of **TRUIST BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Victory Live Intermediate, LLC, a Delaware limited liability company (“VL Intermediate”), Victory Live Global Intermediate, LLC, a Delaware limited liability company (“VL Global Intermediate”); and together with VL Intermediate, each a “Holdings Company” and collectively, the “Holdings Companies”), Victory Live, Inc., a Delaware corporation (the “Borrower Representative”), Victory Live Global, LLC, a Delaware limited liability company (“Victory Live Global”); and together with the Borrower Representative, each a “Borrower” and collectively, the “Borrowers”), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into that certain Credit Agreement, dated as of July 24, 2023 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Holdings Companies, the Borrowers and certain of their Subsidiaries, including the Grantor, have entered into that certain Guaranty and Security Agreement, dated as of July 24, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent, for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks and all exclusive Trademark Licenses providing for the grant to the Grantor of any rights under any Trademark, including those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, Proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover

at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all federally applied for and federally registered Trademarks and exclusive Trademark Licenses owned or held by such Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed by its authorized officers as of the day and year first above written.

TICKET EVOLUTION INC., as Grantor

By: 
Name: Sam Soni
Title: Chief Executive Officer

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Grantor
TICKET EVOLUTION	United States	RN: 4060214 SN: 76703375	Jun. 14, 2010	Nov. 22, 2011	Ticket Evolution Inc.
EVENTS365	United States	RN: 4060220 SN: 76704060	Aug. 9, 2010	Nov. 22, 2011	Ticket Evolution Inc.

II. TRADEMARK APPLICATIONS

None.

III. EXCLUSIVE TRADEMARK LICENSES

None.