

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433636

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		06/30/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Vivid Seats LLC
<b>Street Address:</b>	111 North Canal Street, Suite 800
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3614140	VIVID SEATS
Registration Number:	5034796	WIN-SURANCE
Registration Number:	5057489	VS
Registration Number:	5153703	VIVIDSEATS
Registration Number:	5153712	VIVID VALUES
Registration Number:	5169537	SEE MORE. SIT CLOSER.
Registration Number:	5153713	MORE THAN TICKETS, VIVID SEATS. . .
Serial Number:	86339161	SKYBOX
Serial Number:	86339197	SKYBOX TICKET RESALE PLATFORM
Serial Number:	86753919	VIVID SEATS
Serial Number:	86765894	DON'T JUST SIT THERE. . .

## CORRESPONDENCE DATA

Fax Number: 2123037064

*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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

TRADEMARK

**Address Line 1:** 200 Park Avenue, 28th Floor  
**Address Line 4:** New York, NEW YORK 10463

**ATTORNEY DOCKET NUMBER:** 91825.00098 1L

**NAME OF SUBMITTER:** Christine Dionne

**SIGNATURE:** /Christine Dionne/

**DATE SIGNED:** 07/03/2017

**Total Attachments: 5**

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS  
(FIRST LIEN)

THIS TERMINATION AND RELEASE dated as of June 30, 2017 (“Termination”) is made by MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of VIVID SEATS LLC (the “Pledgor”). Capitalized terms used herein without definition shall have the meanings ascribed to them in the Trademark Security Agreement (as defined below) and if not defined therein, the meanings ascribed to them in the Security Agreement and if not defined therein, the meanings ascribed to them in the Credit Agreement (each as defined in the Trademark Security Agreement).

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Trademark Security Agreement by and between the Pledgor and the Collateral Agent, dated as of October 12, 2016 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Trademark Security Agreement”), the Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a first priority Lien on and security interest in all of the right, title and interest of the Pledgor in, to and under all of the following Pledged Collateral, in each case excluding Excluded Property (collectively the “Trademark Collateral”):

all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule I attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto, and (iv) Proceeds of any and all of the foregoing; but, other than as set forth on Schedule I, excluding any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 14, 2016 at Reel 5901 and Frame 0001, and a corrective assignment of the Trademark Security Agreement was subsequently recorded with the United States Patent and Trademark Office on October 28, 2016, at Reel 5921 and Frame 0608;

WHEREAS, the Collateral Agent acknowledges full performance of the Obligations, and accordingly has agreed to terminate and release the entirety of its Lien on and security interest in the Trademark Collateral, and to reconvey any and all rights in the Trademark Collateral to the Pledgor; and

WHEREAS, the Pledgor has requested and the Collateral Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its Lien on and security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent does hereby, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release its Lien on and security interest in the Trademark Collateral, (c) discharge any and all rights, title and interest it has in, and the Lien on and security interest granted to the Collateral Agent in, the Trademark Collateral, (d) re-assign to Pledgor any and all right, title or interest it may have in such Trademark Collateral, (e) authorize the Pledgor or any of its authorized representatives to file this Termination with the United States Patent and Trademark Office or any other applicable governmental office, and (f) authorize and request the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the termination, release, and discharge hereby given.

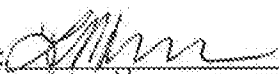
This Termination may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Termination by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Termination by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Termination.

This Termination shall be construed in accordance with and governed by the law of the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Termination by its duly authorized officer as of the date first written above.

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Collateral Agent

By:   
Name: Lisa Hanson  
Title: VP

*[Signature Page to Vivid Seats 1st Lien Trademark Termination]*

**TRADEMARK**  
**REEL: 006097 FRAME: 0580**

**SCHEDULE I**

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

**United States Registered Trademarks and service marks:**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>	<b>Registrant</b>
VIVID SEATS	U.S. Federal	3614140	04/28/2009	Registered	Vivid Seats LLC
WIN-SURANCE	U.S. Federal	5034796	09/06/2016	Registered	Vivid Seats LLC
	U.S. Federal	5057489	10/11/2016	Registered	Vivid Seats LLC
<b>VIVIDSEATS</b>	U.S. Federal	5153703	03/07/2017	Registered	Vivid Seats LLC
VIVID VALUES	U.S. Federal	5153712	03/07/2017	Registered	Vivid Seats LLC
SEE MORE. SIT CLOSER.	U.S. Federal	5169537	03/28/2017	Registered	Vivid Seats LLC
MORE THAN TICKETS, VIVID SEATS...	U.S. Federal	5153713	03/07/2017	Registered	Vivid Seats LLC

**United States Trademark Applications:**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Status</b>	<b>Registrant</b>
SKYBOX	U.S. Federal	86339161	07/16/2014	Pending	Vivid Seats LLC
SKYBOX TICKET RESALE PLATFORM	U.S. Federal	86339197	07/16/2014	Pending	Vivid Seats LLC
VIVID SEATS	U.S. Federal	86753919	09/11/2015	Pending	Vivid Seats LLC

DON'T JUST SIT THERE...	U.S. Federal	86765894	09/23/2015	Pending	Vivid Seats LLC
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