

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innerworkings, Inc.		10/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited		
Street Address:	1 King's Arms Yard		
Internal Address:	Third Floor		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4550588	INNERWORKINGS	
Registration Number:	4550589		
Registration Number:	4773362	VALO	
Registration Number:	4769292	VALO	
Registration Number:	2834801	INKCHASER.COM	
Registration Number:	6159443	INWK	
Registration Number:	6159444	INWK	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Theodore Batis		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Theo Batis - 26258.0020		
NAME OF SUBMITTER:	Theodore Batis		

CH \$190.00 4550588

SIGNATURE:	/Theodore Batis/
DATE SIGNED:	10/22/2020
Total Attachments: 5 source=Trademark Security Agreement (InnerWorkings Inc.)- Project Idaho Executed_WEIL_97677977_1#page1.tif source=Trademark Security Agreement (InnerWorkings Inc.)- Project Idaho Executed_WEIL_97677977_1#page2.tif source=Trademark Security Agreement (InnerWorkings Inc.)- Project Idaho Executed_WEIL_97677977_1#page3.tif source=Trademark Security Agreement (InnerWorkings Inc.)- Project Idaho Executed_WEIL_97677977_1#page4.tif source=Trademark Security Agreement (InnerWorkings Inc.)- Project Idaho Executed_WEIL_97677977_1#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of October 22, 2020, is made by InnerWorkings, Inc., a Delaware corporation (the "Grantor"), in favor of Wilmington Trust (London) Limited, as security agent on behalf of the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the "Security Agent").

The Grantor has executed and delivered that certain Amended and Restated Security Agreement, dated as of July 15, 2020 (as it may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), with and in favor of the Security Agent. The Grantor has pledged and granted to Security Agent a continuing security interest in all Material Intellectual Property, including the patents (other than patents constituting Excluded Property).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Security Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or the Facilities Agreement referred to therein.

2. Grant of Security Interest. 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 obligations of such Grantor, hereby pledges and grants to the Security Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) 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.

3. Excluded Property. Notwithstanding anything contrary in this Trademark Security Agreement, the Trademark Collateral shall not include any Excluded Property.

4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Security Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record that Security Interest in the Trademark Collateral to the extent such Trademark Collateral constitutes recordable Material Intellectual Property. The Security Agreement (and all rights and remedies of the Security Agent thereunder) shall remain in full force and effect in accordance with its terms.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Facilities Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

7. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INNERWORKINGS, INC., as Grantor

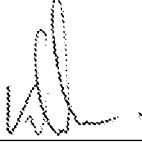
DocuSigned by:
Michael Perez
AA23BC8A95EB427...

By: _____

Name: Michael Edward Perez

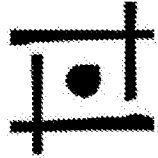
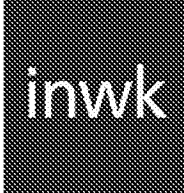
Title: President

**WILMINGTON TRUST (LONDON)
LIMITED, as Security Agent**

By: 
Name: Keith Reader
Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Registered Owner	Mark	Registration Number	Registration Date
InnerWorkings, Inc.	INNERWORKINGS	4550588	06/17/2014
InnerWorkings, Inc.		4550589	06/17/2014
InnerWorkings, Inc.	VALO	4773362	07/14/2015
InnerWorkings, Inc.	VALO	4769292	07/07/2015
InnerWorkings, Inc.	INKCHASER.COM	2834801	04/20/2004
InnerWorkings, Inc.	INWK	6159443	09/22/2020
InnerWorkings, Inc.		6159444	09/22/2020

Trademark Applications

None.

Trademark Licensees

None.