### 503879110 06/20/2016

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3925759

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
JET SET SPORTS HOLDINGS, LP	05/04/2016

#### **RECEIVING PARTY DATA**

Name:	EAST WEST BANK
Street Address:	535 MADISON AVENUE
Internal Address:	8TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	
Application Number:	11502361	
Application Number:	13408584	

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	148986-011200
NAME OF SUBMITTER:	CHRISTINE LUCAS
SIGNATURE:	/Christine Lucas/
DATE SIGNED:	06/20/2016

#### **Total Attachments: 3**

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PATENT 503879110 REEL: 038958 FRAME: 0187

#### PATENT SECURITY AGREEMENT

(Patents and Patent Applications)

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Patent Security Agreement*" dated May 4, 2016, is made by **JET SET SPORTS HOLDINGS**, **LP**, a Delaware limited partnership (the "*Grantor*"), in favor of EAST WEST BANK (the "*Lender*"), a California bank located at 535 Madison Avenue, 8<sup>th</sup> floor, New York, NY 10022.

WHEREAS, the Grantor and the Lender are party to a Credit Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement of even date herewith to the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

- SECTION 1. <u>Grant of Security</u>. The Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):
  - (i) the patent applications set forth in Schedule A hereto, together with any patents issued pursuant thereto;
  - (ii) all reissuances, divisions, revisions, continuations, continuationsin-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
  - (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

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(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. <u>Security Obligations</u>. The grant of a security interest in, the Collateral by the Grantor under this Patent Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the terms and conditions of this Patent Security Agreement and the terms and conditions of the Security Agreement, the terms and conditions of the Security Agreement shall control.

SECTION 6. Governing Law. The Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunder duly authorized as of the date first above written.

JET SET SPORTS HOLDINGS, LP

Mame: Sead Dizdar

Title: Chief Executive Officer

## Schedule A to Patent Security Agreement

# **Patent Applications**

Application Number/Date	Invention	Publication Number/Date
11/502,361 8/11/2006	Method for Olympic Event Hospitality Program Management	2007/0038503 2/15/2007
13/408,584 2/29/2012	System and Method for Management of Event Attendance Packages and Event Attendance Inventory	2013/0226630 8/29/2013

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**RECORDED: 06/20/2016** 

PATENT REEL: 038958 FRAME: 0190