

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4160018

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CVENT, INC.	11/29/2016
LANYON SOLUTIONS, INC.	11/29/2016
LANYON, INC.	11/29/2016
RECEIVING PARTY DATA	
Name:	GUGGENHEIM CORPORATE FUNDING, LLC, AS COLLATERAL AGENT
Street Address:	330 MADISON AVENUE
Internal Address:	10TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7523385
Patent Number:	8065171
Patent Number:	8145539
Patent Number:	8862552
Application Number:	13838423
Application Number:	14826933
CORRESPONDENCE DATA	
Fax Number:	(212)593-5955
<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:	212-756-2132
Email:	scott.kareff@srz.com
Correspondent Name:	S. KAREFF C/O SCHULTE ROTH & ZABEL LLP
Address Line 1:	919 THIRD AVENUE
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	035124-0004
NAME OF SUBMITTER:	SCOTT KAREFF (035124-0004)

SIGNATURE:	/kc for sk/
DATE SIGNED:	11/29/2016
Total Attachments: 6 source=Patent Second Lien SA for Cvent, Inc. and others#page1.tif source=Patent Second Lien SA for Cvent, Inc. and others#page2.tif source=Patent Second Lien SA for Cvent, Inc. and others#page3.tif source=Patent Second Lien SA for Cvent, Inc. and others#page4.tif source=Patent Second Lien SA for Cvent, Inc. and others#page5.tif source=Patent Second Lien SA for Cvent, Inc. and others#page6.tif	

SECOND LIEN PATENT SECURITY AGREEMENT

This Second Lien Patent Security Agreement, dated as of November 29, 2016 (this "Patent Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Guggenheim Corporate Funding, LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Cvent, Inc., a Delaware corporation (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a second priority Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

(a) all Patents, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement 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 Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

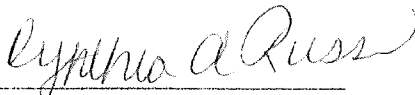
SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Patent Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to Goldman Sachs Bank USA, as collateral agent (or permitted successor collateral agent), pursuant to or in connection with the First Lien Credit Agreement, among Holdings, the Borrower, the lenders from time to time party thereto, Goldman Sachs Bank USA, as administrative agent and collateral agent and the other parties thereto, as further amended, restated, amended and restated, replaced, extended, renewed, refinanced, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

CVENT, INC.

By: 
Name: Cynthia A. Russo
Title: Chief Financial Officer

LANYON SOLUTIONS, INC.

LANYON, INC.

By: _____
Name: John Mills
Title: Chief Financial Officer

[Signature Page to Second Lien Patent Security Agreement]

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PLEDGORS:

CVENT, INC.

By: _____
Name: Cynthia A. Russo
Title: Chief Financial Officer

LANYON SOLUTIONS, INC.

LANYON, INC.

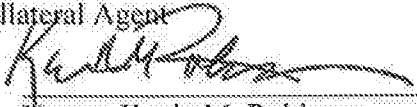
By:  _____
Name: John Mills
Title: Chief Financial Officer

[Signature Page to Second Lien Patent Security Agreement]

Accepted and Agreed:

GUGGENHEIM CORPORATE FUNDING, LLC,
as Collateral Agent

By:


Name: Kevin M. Robinson
Title: Attorney in Fact

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 040706 FRAME: 0904

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

OWNER	TITLE	PATENT NUMBER
Lanyon Solutions, Inc.	System and method for enterprise event marketing and management automation	7523385
Lanyon Solutions, Inc.	Event planning system	8065171
Lanyon, Inc.	Method, medium, and system for auditing rates using different rate requests in a database	8145539
Lanyon, Inc.	Reverse audit system	8862552

United States Patent Applications:

OWNER	TITLE	APPLICATION NUMBER
Cvent, Inc.	Method, System And Apparatus For Providing Activity Feed For Events To Facilitate Gathering And Communicating Of Event Information	13838423
Cvent, Inc.	Group-Based Lead Management Platform	14826933