#### 504114114 11/29/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4160784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
LANYON, INC.	11/29/2016

#### **RECEIVING PARTY DATA**

Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT	
Street Address:	30 HUDSON STREET, 36TH FLOOR	
Internal Address:	ATTN: SBD OPERATIONS	
City:	JERSEY CITY	
State/Country:	NEW JERSEY	
Postal Code:	07302	

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

Property Type	Number
Patent Number:	8145539
Patent Number:	8862552

#### CORRESPONDENCE DATA

Fax Number: (213)891-8763

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.

Email: rhonda.deleon@lw.com Correspondent Name: LATHAM & WATKINS LLP Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	022411-1199
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	11/29/2016

#### **Total Attachments: 6**

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#### FIRST LIEN PATENT SECURITY AGREEMENT

This First 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 Goldman Sachs Bank USA, 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 First 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.

### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the Pledgors are party to a First 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. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Patent Collateral</u>. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a first 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 "<u>Patent Collateral</u>"):
- (a) all Patents, including, without limitation, the United States patents and patent applications listed on <u>Schedule 1</u> 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. <u>Recordation</u>. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. <u>Counterparts</u>. 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*.

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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.

Cyphia a Russo

Title Cynthia A. Russo

Title: Chief Financial Officer

LANYON SOLUTIONS, INC.

LANYON, INC.

By:

Name: John Mills

Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

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:

ne. John Mills

The Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS BANK USA,

as Collateral Agent

Ву:

Name: Robert Ehudin

Title: Authorized Signatory

REEL: 040710 FRAME: 0644

# 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

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**PATENT REEL: 040710 FRAME: 0645** 

**RECORDED: 11/29/2016**