

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6362795

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

CONVEYING PARTY DATA

Name	Execution Date
INNERWORKINGS, INC.	10/22/2020

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

PROPERTY NUMBERS Total: 32

Property Type	Number
Patent Number:	10021995
Patent Number:	10123634
Patent Number:	10504161
Patent Number:	10152286
Patent Number:	10310785
Patent Number:	10750866
Patent Number:	10674839
Patent Number:	10481849
Patent Number:	D775871
Patent Number:	D763017
Patent Number:	D735510
Patent Number:	D754462
Patent Number:	D827340
Patent Number:	D815469
Patent Number:	D809832
Patent Number:	D809833
Patent Number:	D831391
Patent Number:	D811779
Patent Number:	D832007

PATENT

Property Type	Number
Patent Number:	D832008
Patent Number:	D852557
Patent Number:	D811780
Patent Number:	D825228
Patent Number:	D811781
Patent Number:	D852556
Patent Number:	D842629
Patent Number:	D842630
Patent Number:	D862947
Patent Number:	D843141
Application Number:	15420044
Application Number:	16431204
Application Number:	16688813

CORRESPONDENCE DATA

Fax Number: (212)310-8007

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: 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

NAME OF SUBMITTER:	THEODORE BATIS
SIGNATURE:	/THEODORE BATIS/
DATE SIGNED:	10/22/2020

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This Patent 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 "Patent Collateral"):

(a) all of its patents, including, without limitation, those referred to on Schedule 1 hereto;

(a) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(b) 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 Patent Security Agreement, the Patent 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 Patent Collateral to the extent such Patent 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.

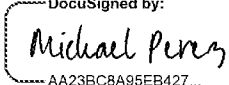
6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

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.

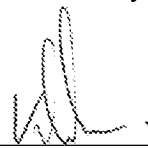
INNERWORKINGS, INC., as Grantor

DocuSigned by:

By: AA23BC8A95EB427...
Name: Michael Edward Perez
Title: President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 054177 FRAME: 0639

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

By: 
Name: Keith Reader
Title: Authorized Signatory

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Patent Registrations

Owner	Title	Registration Number	Registration Date
InnerWorkings, Inc.	TEMPORARY DISPLAY RACK	10021995	07/17/2018
InnerWorkings, Inc.	DISPLAY UNIT CONFIGURED FOR QUICK ASSEMBLY	10123634	11/13/2018
InnerWorkings, Inc.	SYSTEMS AND METHODS FOR BASELINING USING MULTIPLE BASELINE METHODOLOGIES	10504161	12/10/2019
InnerWorkings, Inc.	SYSTEMS AND METHODS FOR EFFICIENTLY MANAGING PRINT PROCUREMENT ORDERS BASED ON ITEM-SPECIFIC INTEREST LEVELS AND SUPPLIER-INFLUENCED THRESHOLDS	10152286	12/11/2018
InnerWorkings, Inc.	SYSTEMS AND METHODS FOR EFFICIENTLY RENDERING AND PRODUCING CUSTOMIZED VERSIONS OF VARIABLE PRINT PRODUCTS	10310785	06/04/2019
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	10750866	08/25/2020
InnerWorkings, Inc.	DISPLAY UNIT CONFIGURED FOR QUICK ASSEMBLY	10674839	06/09/2020
InnerWorkings, Inc.	SYSTEMS AND METHODS FOR EFFICIENTLY MANAGING PRINT PROCUREMENT ORDERS USING AN AVAILABLE-GROUPS USER INTERFACE THAT IS UPDATED TO REFLECT CHANGES TO ITEM-SPECIFIC INTEREST LEVELS IN EACH AVAILABLE GROUP	10481849	11/19/2019
InnerWorkings, Inc.	TEMPORARY DISPLAY RACK	D775871	01/10/2017
InnerWorkings, Inc.	TEMPORARY DISPLAY RACK FLAT KIT	D763017	08/09/2016

Owner	Title	Registration Number	Registration Date
InnerWorkings, Inc.	BASE WITH WHEELS FOR A TEMPORARY DISPLAY RACK	D735510	08/04/2015
InnerWorkings, Inc.	BASE WITH WHEELS FOR A TEMPORARY DISPLAY RACK	D754462	04/26/2016
InnerWorkings, Inc.	DISPLAY UNIT	D827340	09/04/2018
InnerWorkings, Inc.	TEMPORARY DISPLAY RACK	D815469	04/17/2018
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D809832	02/13/2018
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D809833	02/13/2018
InnerWorkings, Inc.	DISPLAY UNIT	D831391	10/23/2018
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D811779	03/06/2018
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D832007	10/30/2018
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D832008	10/30/2018
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D852557	07/02/2019
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D811780	03/06/2018
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D825228	08/14/2018
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D811781	03/06/2018
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D852556	07/02/2019
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D842629	03/12/2019
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D842630	03/12/2019
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D862947	10/15/2019
InnerWorkings, Inc.	DISPLAY UNIT WITH BUILT-IN SHELVING SUPPORTS	D843141	03/19/2019

Patent Applications

Owner	Title	Application Number	Application Date
InnerWorkings, Inc.	SYSTEMS AND METHODS FOR DISPLAYING SUPPLIER EVALUATION DATA	15/420044	01/30/2017
InnerWorkings, Inc.	SYSTEMS AND METHODS FOR CREATING TEMPLATES FOR EFFICIENTLY GENERATING AND PRODUCING CUSTOMIZED VERSIONS OF VARIABLE PRINT PRODUCTS	16/431204	06/04/2019
InnerWorkings, Inc.	SYSTEM AND METHODS FOR EFFICIENTLY MANAGING PRINT PROCUREMENT ORDERS BASED ON ITEM-SPECIFIC INTEREST LEVELS AND SUPPLIER-INFLUENCED THRESHOLDS FOR USE MULTIPLE USERS SIMULTANEOUSLY	16/688813	11/19/2019

Patent Licenses

None.