

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vivid Seats LLC		03/01/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3614140	VIVID SEATS	
Serial Number:	86339161	SKYBOX	
Serial Number:	86339197	SKYBOX TICKET RESALE PLATFORM	
Serial Number:	86753919	VIVID SEATS	
Serial Number:	86765885	VIVID VALUES	
Serial Number:	86765894	DON'T JUST SIT THERE. . .	
Serial Number:	86765911	WIN-SURANCE	
Serial Number:	86765964	MORE THAN TICKETS, VIVID SEATS. . .	
Serial Number:	86753886	VS	
Serial Number:	86753898	VIVIDSEATS	
Serial Number:	86814396	SEE MORE. SIT CLOSER.	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		

CH \$290.00 3614140

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	78436.00197
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	03/01/2016
Total Attachments: 6 source=Hawk - Trademark Security Agreement (Executed)#page1.tif source=Hawk - Trademark Security Agreement (Executed)#page2.tif source=Hawk - Trademark Security Agreement (Executed)#page3.tif source=Hawk - Trademark Security Agreement (Executed)#page4.tif source=Hawk - Trademark Security Agreement (Executed)#page5.tif source=Hawk - Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 1, 2016 (this "Trademark Security Agreement"), is made by the signatory hereto listed under "Pledgor" (the "Pledgor"), in favor of Royal Bank of Canada, 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 Credit Agreement, dated as of March 1, 2016 (as amended, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Vivid Seats LLC, a Delaware limited liability company (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 Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, 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 Pledgor is required to execute and deliver this Trademark 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, the 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 Trademark Collateral. The 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 and to all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

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

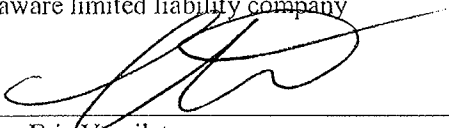
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09 and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

VIVID SEATS LLC,
a Delaware limited liability company

By: 
Name: Eric Vassilatos
Title: Co-Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED:

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: _____
Title: Yvonne Brazier
Manager, Agency

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks and service marks:

Trademark	Registration Number	Registration Date	Registrant
VIVID SEATS	3614140	04/28/2009	Vivid Seats LLC (successor by merger to Vivid Seats, Ltd.)

Applications to register Trademarks and service marks:

Trademark	Registration Number	Registration Date	Registrant
SKYBOX	86339161	07/16/2014	Vivid Seats LLC (successor by merger to Vivid Seats, Ltd.)
SKYBOX TICKET RESALE PLATFORM	86339197	07/16/2014	Vivid Seats LLC (successor by merger to Vivid Seats, Ltd.)
VIVID SEATS	86753919	09/11/2015	Vivid Seats LLC (successor by merger to Vivid Seats, Ltd.)
VIVID VALUES	86765885	09/23/2015	Vivid Seats LLC (successor by merger to Vivid Seats, Ltd.)
DON'T JUST SIT THERE...	86765894	09/23/2015	Vivid Seats LLC (successor by merger to Vivid

Trademark	Registration Number	Registration Date	Registrant
			Seats, Ltd.)
WIN-SURANCE	86765911	09/23/2015	Vivid Seats LLC (successor by merger to Vivid Seats, Ltd.)
MORE THAN TICKETS, VIVID SEATS...	86765964	09/23/2015	Vivid Seats LLC (successor by merger to Vivid Seats, Ltd.)
	86753886	09/11/2015	Vivid Seats LLC (successor by merger to Vivid Seats, Ltd.)
VIVIDSEATS	86753898	09/11/2015	Vivid Seats LLC (successor by merger to Vivid Seats, Ltd.)
	86814396	11/09/2015	Vivid Seats LLC (successor by merger to Vivid Seats, Ltd.)