

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM406837

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cvent, Inc.		11/29/2016	Corporation: DELAWARE
Cvent Onarrival, Inc.		11/29/2016	Corporation: DELAWARE
Signup4, LLC		11/29/2016	Limited Liability Company: DELAWARE
Lanyon, Inc.		11/29/2016	Corporation: DELAWARE
Lanyon Solutions, Inc.		11/29/2016	Corporation: DELAWARE

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
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	3778769	UNIVERSAL MEETING SOLUTION
Registration Number:	4916598	SUPPLIER NETWORK
Registration Number:	3830825	SIGNUP4
Registration Number:	3789974	S SPEEDRFP THE UNIVERSAL RFP SYSTEM
Registration Number:	4083709	RAPPIDAPP
Registration Number:	4742502	ONARRIVAL
Registration Number:	2708303	CVENT.COM
Registration Number:	4742501	CVENT
Registration Number:	2784562	CVENT
Registration Number:	3992866	CROWDCOMPASS
Registration Number:	3977898	CROWDCOMPASS
Registration Number:	4644366	ATTENDEEHUB
Registration Number:	3307787	WORKTOPIA
Registration Number:	4171625	INTELLIGENT ATTENDANCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4171621	INTELLIGENT EXHIBITOR
Registration Number:	4171623	INTELLIGENT LEADS
Registration Number:	4171627	SMARTSITE
Registration Number:	3901199	ACTIVEEVENTS
Registration Number:	3730977	ATTENDEE JOURNEY
Registration Number:	2610852	ATTENDEE RELATIONSHIP MANAGEMENT
Registration Number:	3400304	EXHIBITOR RESOURCE CENTER
Registration Number:	3854850	MEETINGS 1:1
Registration Number:	3921137	MEETINGVIEW
Registration Number:	2514949	MPOINT
Registration Number:	3205949	PURESEND
Registration Number:	3270533	REGONLINE
Registration Number:	4773600	SMART EVENTS
Registration Number:	4778026	SMART EVENTS CLOUD
Registration Number:	3279614	SMARTEVENT
Registration Number:	3400291	SPEAKER RESOURCE CENTER
Registration Number:	2655285	STARCITE
Registration Number:	3273694	STARCITE
Registration Number:	3292449	CONTENT CONTROL CENTER
Registration Number:	3205241	HODPUBLISHER
Registration Number:	1439639	LANYON
Registration Number:	1994847	LANYON
Registration Number:	3236112	LANYON
Registration Number:	3323949	LANYON. MAKING INFORMATION TRAVEL.
Registration Number:	3126630	MAKING INFORMATION TRAVEL
Registration Number:	3135562	PROPERTYVAULT
Registration Number:	3210442	RATEPUBLISHER
Registration Number:	3205352	RFPPUBLISHER
Serial Number:	86898956	CVENT CONNECT
Serial Number:	86901836	CC CVENT CONNECT

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 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

TRADEMARK

REEL: 005929 FRAME: 0224

ATTORNEY DOCKET NUMBER:	035124-0004
NAME OF SUBMITTER:	Scott Kareff (035124-0004)
SIGNATURE:	/kc for sk/
DATE SIGNED:	11/29/2016

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of November 29, 2016 (this “Trademark 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 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, 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 Trademark 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 “Trademark Collateral”):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; 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 Pledgors 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. Each 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(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 Trademark 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 Trademark 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

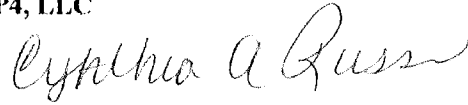
PLEDGORS:

CVENT, INC.

CVENT ONARRIVAL, INC.

SIGNUP4, LLC

By:



Name: Cynthia A. Russo

Title: Chief Financial Officer

LANYON, INC.

LANYON SOLUTIONS, INC.

By:

Name: John Mills

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005929 FRAME: 0228

IN WITNESS WHEREOF, each 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.

PLEDGORS:

CVENT, INC.

CVENT ONARRIVAL, INC.

SIGNUP4, LLC

By: _____


Name: Cynthia A. Russo

Title: Chief Financial Officer

LANYON, INC.

LANYON SOLUTIONS, INC.

By: _____


Name: John Mills


Title: Chief Financial Officer

[Signature Page to Second Lien Trademark 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 Trademark Security Agreement]

TRADEMARK
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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

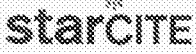

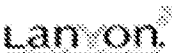
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Cvent, Inc.	UNIVERSAL MEETING SOLUTION	3778769 ¹
Cvent, Inc.	SUPPLIER NETWORK	4916598
Cvent, Inc.	SIGNUP4 AND DESIGN 	3830825
Cvent, Inc.	S SPEEDRFP THE UNIVERSAL RFP SYSTEM AND DESIGN 	3789974
Signup4, LLC	RAPPIDAPP	4083709
Cvent, Inc.	ONARRIVAL	4742502
Cvent, Inc.	CVENT.COM	2708303
Cvent, Inc.	CVENT	4742501
Cvent, Inc.	CVENT	2784562
Cvent, Inc.	CROWDCOMPASS AND DESIGN	3992866

¹ To be cancelled

OWNER	MARK	REGISTRATION NUMBER
		
Cvent, Inc.	CROWDCOMPASS	3977898
Cvent, Inc.	ATTENDEEHUB	4644366
Cvent, Inc.	WORKTOPIA	3307787
Cvent Onarrival, Inc.	INTELLIGENT ATTENDANCE	4171625
Cvent Onarrival, Inc.	INTELLIGENT EXHIBITOR	4171621
Cvent Onarrival, Inc.	INTELLIGENT LEADS	4171623
Cvent Onarrival, Inc.	SMARTSITE	4171627
Lanyon Solutions, Inc.	ACTIVEEVENTS	3901199
Lanyon Solutions, Inc.	ATTENDEE JOURNEY	3730977
Lanyon Solutions, Inc.	ATTENDEE RELATIONSHIP MANAGEMENT	2610852
Lanyon Solutions, Inc.	EXHIBITOR RESOURCE CENTER	3400304
Lanyon Solutions, Inc.	MEETINGS 1:1	3854850
Lanyon Solutions, Inc.	MEETINGVIEW	3921137
Lanyon Solutions, Inc.	MPOINT	2514949
Lanyon Solutions, Inc.	PURESEND	3205949
Lanyon Solutions, Inc.	REGONLINE	3270533

OWNER	MARK	REGISTRATION NUMBER
Lanyon Solutions, Inc.	SMART EVENTS	4773600
Lanyon Solutions, Inc.	SMART EVENTS CLOUD	4778026
Lanyon Solutions, Inc.	SMARTEVENT	3279614
Lanyon Solutions, Inc.	SPEAKER RESOURCE CENTER	3400291
Lanyon Solutions, Inc.	STARCITE	2655285
Lanyon Solutions, Inc.	STARCITE 	3273694
Lanyon, Inc.	CONTENT CONTROL CENTER	3292449
Lanyon, Inc.	HODPUBLISHER	3205241
Lanyon, Inc.	LANYON	1439639
Lanyon, Inc.	LANYON	1994847
Lanyon, Inc.	LANYON 	3236112
Lanyon, Inc.	LANYON 	3323949
Lanyon, Inc.	MAKING INFORMATION TRAVEL	3126630
Lanyon, Inc.	PROPERTYVAULT	3135562
Lanyon, Inc.	RATEPUBLISHER	3210442
Lanyon, Inc.	RFPPUBLISHER	3205352

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
Cvent, Inc.	CVENT CONNECT	86898956 (Intent To Use for which a Statement of Use or Amendment to Allege Use, as applicable, has been filed and accepted with the United States Patent and Trademark Office)
Cvent, Inc.	CVENT CONNECT	86901836 (Intent To Use for which a Statement of Use or Amendment to Allege Use, as applicable, has been filed and accepted with the United States Patent and Trademark Office)