

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478593

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TICKETSATWORK - PLUM BENEFITS, LLC		06/15/2018	Limited Liability Company: DELAWARE
WORKING ADVANTAGE - TAWPB, LLC		06/15/2018	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	101 North Tryon Street
Internal Address:	One Independence Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28246
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3337472	PLUMBENEFITS
Registration Number:	3684476	PLUMBENEFITS
Registration Number:	3337473	PLUM BENEFITS
Registration Number:	3684474	PLUM BENEFITS
Registration Number:	4603975	TICKETSATWORK.COM
Registration Number:	4603974	TICKETSATWORK.COM FUN.WITH BENEFITS.

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

CH \$165.00 3337472

ATTORNEY DOCKET NUMBER:	37051/92
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	06/19/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of June, 2018, among the Grantors listed on the signature pages hereof ("Grantors" and each, a "Grantor"), and BANK OF AMERICA, N.A., in its capacity as Administrative Agent (in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 8, 2016 (as amended by that certain Amendment No. 1 dated as of December 31, 2017, and as amended by that certain Amendment No. 2 dated as of March 30, 2018, the "Credit Agreement"), among EBG ENTERTAINMENT, LLC, a Delaware limited liability company ("Parent"), ENTERTAINMENT BENEFITS GROUP, LLC, a Delaware limited liability company (the "Borrower"), the Administrative Agent, and each lender from time to time party thereto (collectively, the "Lenders" and each individually, a "Lender"), the Lenders have agreed to provide to the Borrower a term loan facility and a revolving credit facility;

WHEREAS, certain additional extensions of credit may be made from time to time for the benefit of the Grantors pursuant to certain Secured Cash Management Agreements and Secured Hedge Agreements;

WHEREAS, it is a condition precedent to the Secured Parties' obligations to make and maintain such extensions of credit that the Grantors shall have executed and delivered this Security Agreement to the Administrative Agent;

WHEREAS, in order to induce the Lenders to enter into the Credit Agreement and the other Loan Documents and to induce the Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement, Secured Cash Management Agreements and Secured Hedge Agreements as provided for in such agreements, the Grantors agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Security Agreement, dated as of December 8, 2016, among the Grantors and the Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, for and in consideration of the recitals made above and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Agreement, and to the extent that any capitalized terms are not defined herein or in the Security Agreement, such terms shall have the respective meanings assigned to them in the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants and pledges to the Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement

as the “Security Interest”) in such Grantor’s right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(i) all of its trademarks, trade names, service marks, trade dress, registered trademarks, trademark applications, registered service marks and service mark applications, including (i) the Trademarks listed on Schedule I; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the goodwill of each Grantor’s rights corresponding thereto throughout the world; (v) the right to sue for past, present and future infringements thereof; and (vi) all of each Grantor’s rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law); provided, that, notwithstanding anything to the contrary contained in the foregoing clauses the security interest created hereby shall not extend to, and the term “Trademark Collateral” shall not include, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

3. SECURITY FOR OBLIGATIONS. The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Administrative Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. TERMINATION. Upon the termination of the Security Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement in accordance with the terms of the Security Agreement.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic means (e.g., “pdf” or “tif”) shall be effective as a delivery of a manually executed counterpart of this Trademark Security Agreement.

7. GOVERNING LAW. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

8. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the terms “includes” and “including” are not limiting. The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification and expense reimbursement Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a record.

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

**TICKETSATWORK – PLUM BENEFITS,
LLC**

By: 

Name: Brett Reizen

Title: President

WORKING ADVANTAGE – TAWPB, LLC

By: 

Name: Brett Reizen

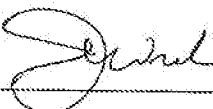
Title: President

[Signature page to EBG - Trademark Security Agreement]

**TRADEMARK
REEL: 006357 FRAME: 0585**

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____

Name: Jon Wronski

Title: Sr vice president

[Signature page to EBG - Trademark Security Agreement]

TRADEMARK
REEL: 006357 FRAME: 0586

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Country	Issue Date	Reg. No.	Filing Date	App. No.	Owner	Status
PLUMBENEFITS	U.S.	13-NOV-2007	3337472	29-APR-2005	78978967	TicketsAtWork – Plum Benefits, LLC	Registered
PLUM BENEFITS	U.S.	15-SEP-2009	3684476	29-APR-2005	78620366	TicketsAtWork – Plum Benefits, LLC	Registered
PLUM BENEFITS	U.S.	13-NOV-2007	3337473	19-APR-2005	78978968	TicketsAtWork – Plum Benefits, LLC	Registered
PLUMBENEFITS	U.S.	15-SEP-2009	3684474	19-APR-2005	78612018	TicketsAtWork – Plum Benefits, LLC	Registered
TICKETSATWORK.COM	U.S.	September 16, 2014	4603975	November 30, 2012	85791821	TicketsAtWork – Plum Benefits, LLC	Registered
TICKETSATWORK.COM FUN.WITH BENEFITS.	U.S.	July 1, 2014	4603974	November 30, 2012	85791704	TicketsAtWork – Plum Benefits, LLC	Registered