

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM533607

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THEATERMANIA.COM, INC.		07/24/2019	Corporation: NEW YORK
VENDINI, INC.		07/24/2019	Corporation: DELAWARE
AUDIENCEVIEW TICKETING CORPORATION		07/24/2019	Corporation: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Agent		
<b>Street Address:</b>	One Boston Place, 20th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5087728	SALES SPOTLIGHT	
<b>Registration Number:</b>	4742503	CROWDTORCH	
<b>Registration Number:</b>	4380303	WALLETINI	
<b>Registration Number:</b>	4379816	TICKETAGENT	
<b>Registration Number:</b>	4344084	CROWDTORCH	
<b>Registration Number:</b>	4138758	LAUGHSTUB	
<b>Registration Number:</b>	4138759	ELECTROSTUB	
<b>Registration Number:</b>	4138760	TUNESTUB	
<b>Registration Number:</b>	3849876	LAUGHSTUB	
<b>Registration Number:</b>	3301270	VENDINI	
<b>Registration Number:</b>	5145616	WHATSONSTAGE	
<b>Registration Number:</b>	3406782	OVATIONTIX	
<b>Registration Number:</b>	3119430	THEATERMANIA.COM	
<b>Registration Number:</b>	3119432	FOR THEATER EVERYWHERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		

OP \$365.00 5087728

TRADEMARK

**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:** 3128637198  
**Email:** nancy.brougher@goldbergkohn.com  
**Correspondent Name:** Nancy Brougher, Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 East Monroe, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	1989.659
--------------------------------	----------

<b>NAME OF SUBMITTER:</b>	Nancy Brougher
---------------------------	----------------

<b>SIGNATURE:</b>	/njb/
-------------------	-------

<b>DATE SIGNED:</b>	07/25/2019
---------------------	------------

**Total Attachments: 6**

source=AudienceView - Tradmark Security Agreement#page1.tif  
source=AudienceView - Tradmark Security Agreement#page2.tif  
source=AudienceView - Tradmark Security Agreement#page3.tif  
source=AudienceView - Tradmark Security Agreement#page4.tif  
source=AudienceView - Tradmark Security Agreement#page5.tif  
source=AudienceView - Tradmark Security Agreement#page6.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 24th day of July, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of July 24, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Albatross Intermediate Holdings, Inc., a corporation organized in British Columbia ("Parent"), Albatross US Holdings, Inc., a Delaware corporation ("US Holdings"), Theatermania.com, Inc., a New York corporation ("TheaterMania"), Vendini, Inc., a Delaware corporation ("Vendini", together with US Holdings, TheaterMania and any other Person who joins the Credit Agreement as a borrower in accordance with the terms thereof, each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of July 24, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be

subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Grantors, Canadian Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor or Canadian Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this

Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

THEATERMANIA.COM, INC.,  
a New York corporation

By: Mark Fowlie  
Name: Mark Fowlie  
Title: Chief Executive Officer

VENDINI, INC.,  
a Delaware corporation

By: Mark Fowlie  
Name: Mark Fowlie  
Title: Chief Executive Officer and President

AUDIENCEVIEW TICKETING  
CORPORATION  
an Ontario corporation

By: Mark Fowlie  
Name: Mark Fowlie  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**THEATERMANIA.COM, INC.,**  
a New York corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VENDINI, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**AUDIENCEVIEW TICKETING  
CORPORATION**  
an Ontario corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking association

By:  \_\_\_\_\_  
Name: Ari Goldschneider  
Its Authorized Signatory

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Vendini, Inc.	United States of America	SALES SPOTLIGHT	5087728	11/22/16
Vendini, Inc.	United States of America	CROWDTORCH	4742503	05/26/15
Vendini, Inc.	United States of America	WALLETINI	4380303	08/06/13
Vendini, Inc.	United States of America	TICKETAGENT	4379816	08/06/13
Vendini, Inc.	United States of America	CROWDTORCH	4344084	05/28/13
Vendini, Inc.	United States of America	LAUGHSTUB	4138758	05/08/12
Vendini, Inc.	United States of America	ELECTROSTUB	4138759	05/08/12
Vendini, Inc.	United States of America	TUNESTUB	4138760	05/08/12
Vendini, Inc.	United States of America	LAUGHSTUB	3849876	09/21/10
Vendini, Inc.	United States of America	VENDINI	3301270	10/02/07
Theatermania.com, Inc.	United States of America	WHATSONSTAGE	5145616	02/21/17
Theatermania.com, Inc.	United States of America	OVATIONTIX	3406782	04/01/08
Theatermania.com, Inc.	United States of America	THEATERMANIA.COM	3119430	07/25/06
Theatermania.com, Inc.	United States of America	FOR THEATER EVERYWHERE	3119432	07/25/06
Vendini, Inc.	Canada	CROWDTORCH	TMA984501	11/7/2017
Vendini, Inc.	Canada	CROWDTORCH	TMA909300	07/23/2015