

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eventbrite, Inc.		05/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FP CREDIT PARTNERS, L.P		
Street Address:	1114 Avenue of the Americas, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	77468684	EVENTBRITE	
Serial Number:	85705750	EVENTBRITE	
Serial Number:	85705789	E	
Serial Number:	85705820	EVENTBRITE	
Serial Number:	86146245	RALLY	
Serial Number:	86529953	QUEUE	
Serial Number:	87273563	EVENTBRITE VENUE	
Serial Number:	86243070	TF	
Serial Number:	85075889	TICKETFLY	
Serial Number:	85077170	TICKETFLY	
Serial Number:	86242091	TICKETFLY	
Serial Number:	86243197	TICKETFLY	
Serial Number:	88155661	EVENTBRITE	
Serial Number:	88155659	EVENTBRITE	
Serial Number:	88155656	E	
Serial Number:	88155663	EVENTBRITE	
Serial Number:	88182398	EVENTBRITE GO	
CORRESPONDENCE DATA			

CH \$440.00 77468684

Fax Number: 2028874000

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: 2149692741

Email: blove@akingump.com

Correspondent Name: AKIN GUMP STRAUSS HAUER & FELD LLP

Address Line 1: 2001 K Street N.W.

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	699321.0006
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NAME OF SUBMITTER:	Brenda Love
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SIGNATURE:	/Brenda Love/
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DATE SIGNED:	05/11/2020
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Total Attachments: 5

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 9, 2020 is made by Eventbrite, Inc., a Delaware corporation, located at 155 5th Street, 7th floor, San Francisco, CA 94103 (the "Obligor"), in favor of FP CREDIT PARTNERS, L.P., as Administrative Agent (in such capacity, together with its successors in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 9, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among Eventbrite, Inc., a Delaware corporation ("Borrower"), the Lenders party thereto, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have executed and delivered a Security Agreement, dated as of May 9, 2020, in favor of the Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of the Obligor's right, title and interest in, to and under the Trademarks, including those listed on Schedule A hereto (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties, to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Excluded Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor 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 Agent in connection with the Credit Agreement and the Security Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement and the Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the other Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

(Remainder of the page intentionally left blank)

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.

EVENTBRITE, INC.

DocuSigned by:
By: Charles C Baker
Name: Charles Baker
Title: Chief Financial Officer

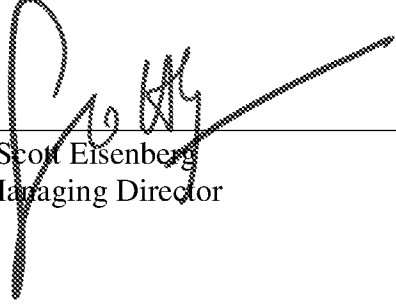
TICKETFLY, LLC

DocuSigned by:
By: Charles C Baker
Name: Charles Baker
Title: Manager

FP CREDIT PARTNERS, L.P.,
as Administrative Agent

By: FP Credit Partners GP, L.P.
Its: General Partner

By: FP Credit Partners GP Management, LLC
Its: General Partner



By: 
Name: Scott Eisenberg
Title: Managing Director

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006936 FRAME: 0215

Schedule A

U.S. Trademark Registrations and Applications

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
EVENTBRITE	77468684	05/07/2008	3680905	09/08/2009
EVENTBRITE	85705750	08/16/2012	4424099	10/29/2013
E	85705789	08/16/2012	4424100	10/29/2013
EVENTBRITE	85705820	08/16/2012	4424102	10/29/2013
RALLY	86146245	12/17/2013	4969174	05/31/2016
QUEUE	86529953	02/10/2015	4812231	09/15/2015
EVENTBRITE VENUE	87273563	12/19/2016	5424544	03/13/2018
TICKETFLY (Stylized)	86243070	4/4/2014	5161427	3/14/2017
TICKETFLY	85075889	7/1/2010	3922710	2/22/2011
TICKETFLY	85077170	7/2/2010	3940294	4/5/2011
TICKETFLY	86242091	4/3/2014	5228447	6/20/2017
TICKETFLY (Stylized)	86243197	4/4/2014	5161428	3/14/2017
EVENTBRITE	88155661	10/15/2018	5757626	5/21/2019
EVENTBRITE Logo 	88155659	15-Oct-2018	N/A	N/A
E (Logo) 	88155656	15-Oct-2018	N/A	N/A
EVENTBRITE	88155663	15-Oct-2018	N/A	N/A
EVENTBRITE GO	88182398	05-Nov-2018	N/A	N/A