

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581271

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FP Credit Partners L.P.		06/15/2020	Limited Partnership: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	1100 N. Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: UNITED STATES

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

CH \$440.00 77468684

CORRESPONDENCE DATA**Fax Number:** 2028874288*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:** 2028874000**Email:** dc_ipdocketing@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**NAME OF SUBMITTER:** Brenda Love**SIGNATURE:** /Brenda Love/**DATE SIGNED:** 06/15/2020**Total Attachments: 10**

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THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 15, 2020 (“Effective Date”), is by and among Wilmington Trust, National Association, a national banking association, as successor administrative agent (the “Successor Agent”) and FP Credit Partners L.P., as resigning administrative agent (the “Resigning Agent”). Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Trademark Security Agreement (as defined below).

RECITALS

WHEREAS, reference is made to that certain 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 (the “Lenders”), and the Resigning Agent as administrative agent for the Lenders;

WHEREAS, the Resigning Agent acts as Administrative Agent under the Credit Agreement, the Security Agreement, and the Grant of Security Interest in Trademark Rights attached hereto as Exhibit A, which was recorded with the United States Patent and Trademark Office at Reel 6936/Frame 0210 (“Trademark Security Agreement”); and

WHEREAS, subject to the Credit Agreement, the Successor Agent and the Resigning Agent have entered into a certain Successor Agent Agreement, First Amendment to Credit Agreement and Omnibus Amendment to Loan Documents, dated as of the Effective Date (the “Instrument”), pursuant to which the Resigning Agent shall resign as Administrative Agent under, inter alia, the Credit Agreement, the Security Agreement, and the Trademark Security Agreement, and the Successor Agent shall succeed the Resigning Agent as Administrative Agent under, inter alia, the Credit Agreement, the Security Agreement, and the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to the Instrument, the Resigning Agent resigns as Administrative Agent under the Security Agreement and the Trademark Security Agreement.
2. Pursuant to the Instrument, the Successor Agent accepts its position as Administrative Agent under the Security Agreement and the Trademark Security Agreement.
3. The Resigning Agent hereby transfers, assigns, grants, conveys and delivers to the Successor Agent, for the ratable benefit of the Senior Secured Parties, all of its right, title and interest in, to and under the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Collateral (as defined in the Trademark

Security Agreement), and Successor Agent hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

4. This Agreement (i) is being executed and delivered in accordance with and subject to the Credit Agreement, the Security Agreement, and the Instrument; and (ii) shall be governed by all the applicable terms and conditions of the Credit Agreement, the Security Agreement, and the Instrument.

5. The parties hereto agree that this Agreement is being provided for recordation with the United States Patent and Trademark Office. The Resigning Agent hereby authorizes and requests the United States Patent and Trademark Office to record the Successor Agent as the Successor Agent for the Secured Parties in the Collateral (as defined in the Trademark Security Agreement).

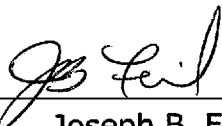
6. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

WILMINGTON TRUST,
NATIONAL ASSOCIATION,
as Successor Agent

By: 
Name: Joseph B. Feil
Title: Vice President

FP CREDIT PARTNERS, L.P.,
as Resigning 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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

WILMINGTON TRUST,
NATIONAL ASSOCIATION,
as Successor Agent

By: _____
Name:
Title:

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

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

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

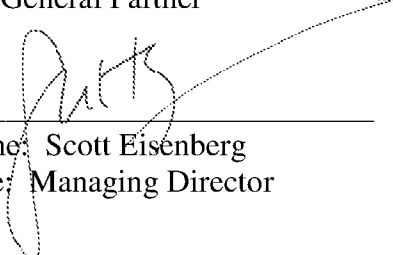
By:  _____
Name: Scott Eisenberg
Title: Managing Director

EXHIBIT A

See attached.

**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

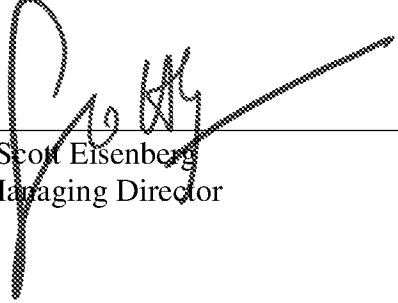
TICKETFLY, LLC

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: 006970 FRAME: 0533

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