

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name           | Formerly | Execution Date | Entity Type             |
|----------------|----------|----------------|-------------------------|
| DocuSign, Inc. |          | 03/15/2012     | CORPORATION: WASHINGTON |

RECEIVING PARTY DATA

|                 |                         |
|-----------------|-------------------------|
| Name:           | Silicon Valley Bank     |
| Street Address: | 555 Mission St.         |
| City:           | San Francisco           |
| State/Country:  | CALIFORNIA              |
| Postal Code:    | 94105                   |
| Entity Type:    | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 18

| Property Type        | Number   | Word Mark                            |
|----------------------|----------|--------------------------------------|
| Registration Number: | 3715274  | PAPER                                |
| Registration Number: | 3711551  | CLOSE IT IN THE CLOUD                |
| Registration Number: | 2845169  | DOCUSIGN                             |
| Registration Number: | 2939871  | DOCUSIGN                             |
| Registration Number: | 3607203  | POWERFORMS                           |
| Registration Number: | 3586701  | SECUREFIELDS                         |
| Registration Number: | 2943753  | STICK-ETABS                          |
| Registration Number: | 3028494  | THE FASTEST WAY TO GET A SIGNATURE   |
| Serial Number:       | 77943469 | FORCEFIELDS                          |
| Serial Number:       | 85204037 | SMARTNAV                             |
| Serial Number:       | 85283430 | DOCUSIGN IT!                         |
| Serial Number:       | 85283434 | THE WORLD WORKS BETTER WITH DOCUSIGN |
| Registration Number: | 4049334  | DOCUSIGN                             |
| Serial Number:       | 85348025 | SMART ENVELOPES                      |

CH \$465.00 3715274

|                |          |                                    |
|----------------|----------|------------------------------------|
| Serial Number: | 85419306 | DS                                 |
| Serial Number: | 85440115 | DOCUSIGN INK                       |
| Serial Number: | 85443282 | THE GLOBAL STANDARD FOR ESIGNATURE |
| Serial Number: | 85472345 | DOCUSIGN INK                       |

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

|                         |               |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 143843        |
| NAME OF SUBMITTER:      | Jean Paterson |
| Signature:              | /jep/         |
| Date:                   | 03/27/2012    |

**Total Attachments: 11**  
source=3-26-12 DocuSign-TM#page1.tif  
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source=3-26-12 DocuSign-TM#page11.tif

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

DocuSign, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: Washington  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Silicon Valley Bank

Internal Address: \_\_\_\_\_

Street Address: 555 Mission St.

City: San Francisco

State: CA

Country: USA Zip: 94105

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship California  
 Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) March 15, 2012

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Exhibit C

B. Trademark Registration No.(s)

See Exhibit C

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER#

**6. Total number of applications and registrations involved:**

19

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

03/26/12

Date

Laura A. Kenerson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 15, 2012 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 555 Mission St., San Francisco, California 94105 ("Bank") and **DOCUSIGN, INC.**, a Washington corporation, with its principal place of business at 1301 Second Avenue, Suite 2000, Seattle, Washington 98101 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. Bank agrees that its security interest in the Intellectual Property Collateral will be automatically released upon satisfaction of the terms and conditions for the release of Bank's Lien in the Collateral set forth in Section 4.1 of the Loan Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

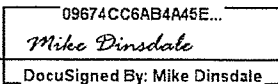
Address of Grantor:

1301 Second Avenue, Suite 2000,  
Seattle, Washington 98101

Attn: Ken Moyle

GRANTOR:

DOCUSIGN, INC.

By:   
DocuSigned By: Mike Dinsdale

Name: Mike Dinsdale

Title: CFO

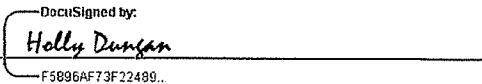
Address of Bank:

555 Mission St.  
San Francisco, California 94105

Attn: Ms. Holly Dungan

BANK:

SILICON VALLEY BANK

By:   
DocuSigned by:  
Holly Dungan

Name: Holly Dungan

Title: Relationship Manager

EXHIBIT A

Copyrights

| <u>Description</u>         | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|----------------------------|-------------------------------------------------|-----------------------------------------------|
| DocuTouch Computer Program | TX 5-469-386                                    | 18 Jul 2001                                   |
| DocuPDA Computer Program   | TX 5-469-387                                    | 18 Jul 2001                                   |
| DocuPhone Computer Program | TX 5-469-388                                    | 18 Jul 2001                                   |
| DocuSign Computer Program  | TX 5-469-389                                    | 18 Jul 2001                                   |
| Store Computer Program     | TX 5-469-390                                    | 18 Jul 2001                                   |
| DocuTouch Japan            | TX 5-445-941                                    | 13 Aug 2001                                   |
| DocuSign                   | TX 5-469-389                                    | 05 Dec 2002                                   |
| DocuSign Computer Program  | TX 5-469-389                                    | 15 Aug 2005                                   |

EXHIBIT B

Patents





| <u>Description</u>                                                              | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|---------------------------------------------------------------------------------|-------------------------------------------------|-----------------------------------------------|
| Document Management System                                                      | 6,289,460                                       | 11 Sep 2001                                   |
| Document Management System (Canada)                                             | 2384944                                         | 13 Mar 2002                                   |
| System and Method for Managing Transferrable Records                            | 6,944,648                                       | 13 Sep 2005                                   |
| System and Method for Document Tagging Templates                                | 12/038,728                                      | 27 Feb 2008                                   |
| Distributed Electronic Signature System and Method                              | 12/176,265                                      | 18 Jul 2008                                   |
| Distributed Electronic Signature System and Method (Canada)                     | 2731116                                         | 17 Jan 2011                                   |
| Systems and Methods for Distributed Electronic Signature Documents              | 12/490,602                                      | 24 Jun 2009                                   |
| Systems and Methods for Distributed Electronic Signature Documents (Europe)     | 10792640.4                                      | 17 Jan 2012                                   |
| Systems and Methods for Distributed Electronic Signature Documents (Canada)     | Unpublished                                     | 23 Dec 2011                                   |
| Systems and Methods for Distributed Electronic Signature Documents (Australia)  | 2010264441                                      | 18 Jan 2012                                   |
| Systems and Methods for Distributed Electronic Signature Documents (China)      | Unpublished                                     | 10 Feb 2012                                   |
| Systems and Methods for Distributed Electronic Signature Documents (Japan)      | Unpublished                                     | 22 Dec 2011                                   |
| Systems and Methods for Distributed Electronic Signature Documents (Singapore)  | 201109614-6                                     | 18 Jan 2012                                   |
| System and Methods for Document Management Transformation and Security          | 12/724,147                                      | 15 Mar 2010                                   |
| System and Methods for Document Management Transformation and Security (Europe) | 10751541.3                                      | 22 Sep 2011                                   |
| System and Methods for Document Management Transformation and Security (Canada) | 2,755,286                                       | 13 Sep 2011                                   |



| <u>Description</u>                                                                         | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|--------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------------------------------------|
| System and Methods for Document Management Transformation and Security (Australia)         | 2010223873                                      | 23 Sep 2011                                   |
| System and Methods for Document Management Transformation and Security (Canada)            | Unpublished                                     | 13 Sep 2011                                   |
| System and Methods for Document Management Transformation and Security (Japan)             | Unpublished                                     | 13 Sep 2011                                   |
| System and Methods for Document Management Transformation and Security (Singapore)         | 201106556-2                                     | 13 Sep 2011                                   |
| Web-Based Electronically Signed Documents                                                  | 20110314371                                     | 13 Jun 2011                                   |
| System and Method for Distributed Electronic Signature Documents Including Version Control | 20110276875                                     | 11 Nov 2011                                   |

EXHIBIT C

Trademarks

| <u>Description</u>                                                                                             | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------------------------------------|
|                               | 3,715,274                                       | 24 Nov 2009                                   |
|  (Madrid Protocol: CTM)       | 1,026,531                                       | 29 Dec 2009                                   |
|  (Madrid Protocol: China)     | 1,026,531                                       | 29 Dec 2009                                   |
|  (Madrid Protocol: Singapore) | 1,026,531                                       | 29 Dec 2009                                   |
|  (Canada)                    | 1,464,356                                       | 29 Dec 2009                                   |
| CLOSE IT IN THE CLOUD                                                                                          | 3,711,551                                       | 17 Nov 2009                                   |
| CLOSE IT IN THE CLOUD (Canada)                                                                                 | TMA801,897                                      | 11 Jul 2011                                   |
| DOCUSIGN (Class 9)                                                                                             | 2,845,169                                       | 25 May 2004                                   |
| DOCUSIGN (Classes 38, 39, 42)                                                                                  | 2,939,871                                       | 12 Apr 2005                                   |
| DOCUSIGN (CTM)                                                                                                 | 1,901,065                                       | 12 Dec 2001                                   |
| DOCUSIGN (Canada)                                                                                              | TMA714,792                                      | 21 May 2008                                   |
| DOCUSIGN (Japan)                                                                                               | 4596645                                         | 16 Aug 2002                                   |
| DOCUSIGN (Mexico Class 38)                                                                                     | 1,211,304                                       | 12 Apr 2011                                   |
| DOCUSIGN (Mexico Class 39)                                                                                     | 1,211,892                                       | 12 Apr 2011                                   |
| DOCUSIGN (Mexico Class 42)                                                                                     | 1,093,009                                       | 28 May 2010                                   |
| DOCUSIGN (Argentina)                                                                                           | 3,026,112                                       | 4 Oct 2010                                    |
| DOCUSIGN (Brazil)                                                                                              | 8308032200                                      | 3 Dec 2010                                    |
| DOCUSIGN (Chile)                                                                                               | 923,805                                         | 6 Jul 2011                                    |
| POWERFORMS                                                                                                     | 3,607,203                                       | 14 Apr 2009                                   |
| POWERFORMS (Madrid Protocol: Australia)                                                                        | 988,391                                         | 12 Aug 2008                                   |
| POWERFORMS (Madrid Protocol: United                                                                            | 988,391                                         | 12 Aug 2008                                   |

|                                                                                     |            |             |
|-------------------------------------------------------------------------------------|------------|-------------|
| Kingdom)                                                                            |            |             |
| POWERFORMS (Canada)                                                                 | TMA764,562 | 20 Apr 2010 |
| SECUREFIELDS                                                                        | 3,586,701  | 10 Mar 2009 |
| STICK-ETABS                                                                         | 2,943,753  | 26 Apr 2005 |
| THE FASTEST WAY TO GET A SIGNATURE                                                  | 3,028,494  | 13 Dec 2005 |
| THE FASTEST WAY TO GET A SIGNATURE<br>(Canada)                                      | TMA724,531 | 25 Sep 2008 |
| FORCEFIELDS                                                                         | 77/943,469 | 24 Feb 2010 |
| FORCEFIELDS (Madrid Protocol: United<br>Kingdom)                                    | 1,048,250  | 19 Aug 2010 |
| FORCEFIELDS (Canada)                                                                | 1,493,483  | 24 Aug 2010 |
| SMARTNAV                                                                            | 85/204,037 | 22 Dec 2010 |
| DOCUSIGN IT!                                                                        | 85/283,430 | 1 Apr 2011  |
| DOCUSIGN IT! (Madrid Protocol: Australia)                                           | 1,094,311  | 28 Sep 2011 |
| DOCUSIGN IT! (Madrid Protocol: Europe)                                              | 1,094,123  | 28 Sep 2011 |
| DOCUSIGN IT! (Canada)                                                               | 1,545,855  | 29 Sep 2011 |
| THE WORLD WORKS BETTER WITH<br>DOCUSIGN                                             | 85/283,434 | 1 Apr 2011  |
| <b>DocuSign</b>                                                                     | 4,049,334  | 1 Nov 2011  |
| <b>DocuSign</b><br>(Madrid Protocol: Australia)                                     | 1,094,123  | 28 Sep 2011 |
| <b>DocuSign</b><br>(Madrid Protocol: Europe)                                        | 1,094,123  | 28 Sep 2011 |
| <b>DocuSign</b><br>(Canada)                                                         | 1,545,848  | 29 Sep 2011 |
| SMART ENVELOPES                                                                     | 85/348,025 | 16 Jun 2011 |
| SMART ENVELOPES (Madrid Protocol: Australia)                                        | 1,545,854  | 28 Sep 2011 |
| SMART ENVELOPES (Madrid Protocol: Europe)                                           | 1,545,854  | 28 Sep 2011 |
| SMART ENVELOPES (Canada)                                                            | 1,545,854  | 29 Sep 2011 |
|  | 85/419,306 | 8 Sep 2011  |

DOCUSIGN INK

85/440,115

5 Oct 2011

THE GLOBAL STANDARD FOR ESIGNATURE

85/443,282

10 Oct 2011



85/472,345

14 Nov 2011

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

1406782.2