# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM340955

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DOCUSIGN, INC.		05/08/2015	CORPORATION: DELAWARE
CARTAVI, LLC		05/08/2015	LIMITED LIABILITY COMPANY: DELAWARE

## **RECEIVING PARTY DATA**

Name:	SILICON VALLEY BANK, as Administrative Agent
Street Address:	555 MISSION STREET
Internal Address:	SUITE 900
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: CALIFORNIA

#### **PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark			
Registration Number:	4427926	A SIMPLE WAY TO SHARE			
Registration Number:	4427925	CARTAVI			
Registration Number:	3711551	CLOSE IT IN THE CLOUD			
Registration Number:	2939871	DOCUSIGN			
Registration Number:	2845169	DOCUSIGN			
Registration Number:	4615319	DOCUSIGN			
Registration Number:	4049334	DOCUSIGN			
Registration Number:	4200030	DOCUSIGN INK			
Registration Number:	4142805	DOCUSIGN INK			
Registration Number:	4240413	DS			
Registration Number:	4427924				
Registration Number:	4615182	JUST DOCUSIGN IT			
Registration Number:	4593806	KEEP BUSINESS DIGITAL			
Registration Number:	3715274	PAPER			
Registration Number:	3607203	POWERFORMS			
Registration Number:	3586701	SECUREFIELDS			
Registration Number:	2943753	STICK-ETABS			
		TRADEMARK			

900324277 **REEL: 005514 FRAME: 0175** 

IRADEMARK

Property Type	Number	Word Mark
Registration Number:	3028494	THE FASTEST WAY TO GET A SIGNATURE
Registration Number:	4615313	THE GLOBAL STANDARD FOR DIGITAL TRANSACT
Registration Number:	4142751	THE GLOBAL STANDARD FOR ESIGNATURE
Registration Number:	4678167	TRANSACTION ROOMS
Serial Number:	86295236	DOCSIGN
Serial Number:	86340131	DOCYOUSIGN
Serial Number:	86340137	DOCYOUSIGN
Serial Number:	86295140	
Serial Number:	86019187	TRUSTGRAPH

#### CORRESPONDENCE DATA

**Fax Number:** 8004947512

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:** 202-370-4750

**Email:** ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130 Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F155673
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	05/12/2015

### **Total Attachments: 8**

source=Closing Copy - Trademark Security Agreement#page1.tif source=Closing Copy - Trademark Security Agreement#page2.tif source=Closing Copy - Trademark Security Agreement#page3.tif source=Closing Copy - Trademark Security Agreement#page4.tif source=Closing Copy - Trademark Security Agreement#page5.tif source=Closing Copy - Trademark Security Agreement#page6.tif source=Closing Copy - Trademark Security Agreement#page7.tif source=Closing Copy - Trademark Security Agreement#page8.tif

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 8, 2015, is entered into by and among DOCUSIGN, INC., a Delaware corporation, and CARTAVI, LLC, a Delaware limited liability company (each and together, jointly and severally, the "Grantor"), and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of May 8, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantor and certain of the Grantor's affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of May 8, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), by and among the Grantor, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

### 1. Grant of Security Interest

- Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof. Notwithstanding anything herein to the contrary, no security interest shall be granted in United States "intent to use" trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, such "intent to use" trademark applications under applicable federal law).
- (b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

#### 2. Modifications

This Agreement or any provision hereof may not be changed, waived or terminated except in writing signed by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of <u>Schedule A</u> hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

# 3. <u>Applicable Law</u>

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

### 4. <u>Counterparts</u>

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic transmission shall be equally effective as delivery of an original executed counterpart hereof.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,

as Administrative Agent

Name! Tennie

Title: Via President

Address of Assignee:

Silicon Valley Bank 555 Mission Street, Suite 900 San Francisco, California

[Signature Page to Trademark Security Agreement]

GRANTOR:
DOCUSIGN, INC.
Ву:
Name: Mike Dinsdale
Title: Chief Financial Officer
Address of Grantor:
221 Main Street, Suite 1000 San Francisco, CA 94105
CARTAVI, LLC
Ву:
Name: Keith Krach
Title: President
Address of Grantor:
1755 Park, Suite 305 Naperville, IL 60563

[Signature Page to Trademark Security Agreement]

GRANTOR:
DOCUSIGN, INC.
Ву:
Name: Mike Dinsdale
Title: Chief Financial Officer
Address of Grantor:
221 Main Street, Suite 1000 San Francisco, CA 94105

CARTAVI, LLC

Kith Kun Name: Keith Krach

Title: President

Address of Grantor:

1755 Park, Suite 305 Naperville, 1L 60563

[Signature Page to Trademark Security Agreement]

# Schedule A to TRADEMARK SECURITY AGREEMENT

Country	Mark	Status	Serial No Filing Date	Reg No. Reg. Date	Owner
United States of America	A SIMPLE WAY TO SHARE	Registered Abandoned	85769894 Nov 2, 2012	4427926 Nov 5, 2013	Cartavi, Inc.
97369-924429			•	,	
United States of America	CARTAVI	Registered Abandoned	85769892 Nov 2, 2012	4427925 Nov 5, 2013	Cartavi, Inc.
97369-924430			1107 2, 2012	1107 0, 2010	
United States of America	CLOSE IT IN THE CLOUD	Registered	77695101 Mar 19, 2009	3711551 Nov 17, 2009	DocuSign, Inc.
97369-921145			10101 13, 2003	1407 17, 2000	
United States of America	DocuSign, Inc.	Allowed	86295236		DocuSign, Inc.
97369-921131			May 29, 2014		
United States of America	DOCUSIGN	Registered	78339099	2939871	DocuSign, Inc.
97369-921165			Dec 10, 2003	Apr 12, 2005	
United States of America	DOCUSIGN	Registered	75890539	2845169	DocuSign, Inc.
97369-921167			Jan 10, 2000	May 25, 2004	
United States of America	DOCUSIGN & ARROW DESIGN	Registered	86192899	4615319	DocuSign, Inc.
97369-921129	DocuSigns		Feb 12, 2014	Sep 30, 2014	
United States of America	DOCUSIGN (stylized & design)	Registered	85301123	4049334	DocuSign, Inc.
			Apr 21, 2011	Nov 1, 2011	
97369-921143	Docu <i>Sigm</i>				
United States of	DOCUSIGN INK	Registered	85440115	4200030	DocuSign, Inc.
America			Oct 5, 2011	Aug 28, 2012	
97369-921141 United States of	DOCUSIGN INK (Stylized &	Registered	85472345	4142805	DocuSign, Inc.
America	design)		Nov 14, 2011	May 15, 2012	
97369-921139			Nov 14, 2011	May 15, 2012	
United States of America	DOCYOUSIGN	Allowed	86340131		DocuSign, Inc.
97369-921120			Jul 17, 2014		

United States of America	DOCYOUSIGN (and design)	Allowed	86340137		DocuSign, Inc.
97369-921122			Jul 17, 2014		
97309-921122	DocYou Sign				
United States of America	DS (stylized & design)	Registered	85419306	4240413	DocuSign, Inc.
97369-921142	5		Sep 29, 2011	Nov 13, 2012	
United States of America	HOUSE AND ARROWS DESIGN	Allowed	86295140		DocuSign, Inc.
	220,011		May 29, 2014		
97369-921130					
United States of America	HUMMINGBIRD DESIGN	Registered Abandoned	85769888	4427924	Cartavi, Inc.
97369-924431			Nov 2, 2012	Nov 5, 2013	
37 303-32440 1					
United States of America	JUST DOCUSIGN IT	Registered	86121272	4615182	DocuSign, Inc.
			Nov 18, 2013	Sep 30, 2014	
97369-921134 United States of	KEEP BUSINESS DIGITAL	Registered	85903910	4593806	DocuSign, Inc.
America	1,22, 333,,233,7,2	, registered			Doddolgii, mo.
97369-921135			Apr 15, 2013	Aug 26, 2014	
United States of America	PAPER (and design)	Registered	77769929	3715274	DocuSign, Inc.
			Jun 29, 2009	Nov 24, 2009	
97369-921144	PATER				
United States of	POWERFORMS	Registered	77395180	3607203	DocuSign, Inc.
America 97369-921163			Feb 12, 2008	Apr 14, 2009	
United States of	SECUREFIELDS	Registered	77536951	3586701	DocuSign, Inc.
America			Aug 1, 2008	Mar 10, 2009	
97369-921161			_		
United States of America	STICK-ETABS	Registered	78339106 Dec 10, 2003	2943753 Apr 26, 2005	DocuSign, Inc.
97369-921166					
United States of America	THE FASTEST WAY TO GET A SIGNATURE	Registered	78503325	3028494	DocuSign, Inc.
97369-921164			Oct 20, 2004	Dec 13, 2005	

United States of America 97369-921133	THE GLOBAL STANDARD FOR DIGITAL TRANSACTION MANAGEMENT	Registered	86187716 Feb 7, 2014	4615313 Sep 30, 2014	DocuSign, Inc.
United States of America 97369-921140	THE GLOBAL STANDARD FOR ESIGNATURE	Registered	85443282 Oct 10, 2011	4142751 May 15, 2012	DocuSign, Inc.
United States of America 97369-921123	TRANSACTION ROOMS	Registered	86294934 May 29, 2014	4678167 Jan 27, 2015	DocuSign, Inc.
United States of America 97369-921136	TRUSTGRAPH	Allowed	86019187 Jul 24, 2013		DocuSign, Inc.

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**RECORDED: 05/12/2015**