

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350823

| | |
|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-----------------------|
| AVIDXCHANGE, INC. | | 08/07/2015 | CORPORATION: DELAWARE |
| AVIDXCHANGE FINANCIAL SERVICES, INC. | | 08/07/2015 | CORPORATION: DELAWARE |
| PIRACLE, INC. | | 08/07/2015 | CORPORATION: UTAH |
| STRONGROOM SOLUTIONS, INC. | | 08/07/2015 | CORPORATION: TEXAS |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------|
| Name: | TPG Specialty Lending, Inc. |
| Street Address: | 888 Seventh Avenue, 35th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10106 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 27

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------------|
| Serial Number: | 86354968 | AVIDUTILITY |
| Serial Number: | 86354969 | AVIDINVOICE |
| Serial Number: | 86354973 | AVIDPAY |
| Serial Number: | 86354978 | AVIDXCHANGE |
| Serial Number: | 86364061 | AVIDBUY |
| Serial Number: | 86356396 | X AVIDXCHANGE |
| Serial Number: | 86472123 | X AVIDXCHANGE |
| Serial Number: | 86472124 | X AVIDXCHANGE |
| Registration Number: | 2222233 | CREATE A CHECK |
| Registration Number: | 2408643 | DESIGN-A-CHECK |
| Registration Number: | 1900392 | TRACE-A-CHECK |
| Registration Number: | 3540238 | CREATE-A-COUPON |
| Registration Number: | 3536896 | PIRACLE SECURE PAYMENT SOLUTIONS |
| Registration Number: | 1814793 | |
| Registration Number: | 3416364 | RAPID REMIT |

OP \$690.00 86354968

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------------|
| Registration Number: | 1956727 | MAKES SENSE |
| Registration Number: | 1960902 | NEVER PURCHASE ANOTHER CHECK |
| Registration Number: | 2188489 | SEND-A-CHECK |
| Registration Number: | 2735368 | PIRACLE |
| Registration Number: | 3570523 | ARLINK |
| Registration Number: | 3467089 | ARLINK |
| Serial Number: | 86148899 | PIRACLE PAYMENT TOOLS ONSITE + ONLINE |
| Registration Number: | 3668982 | PIRACLE RAPID REMIT |
| Registration Number: | 3986797 | TAMARACK TONER |
| Registration Number: | 4407675 | XPRESS PAY STUBS |
| Registration Number: | 4179367 | CREATEACHECK |
| Registration Number: | 4205204 | STRONGROOM |

CORRESPONDENCE DATA

Fax Number:

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: 202-370-4760

Email: ipteam@nationalcorp.com

Correspondent Name: Andy Hackett

Address Line 1: 1025 Vermont Avenue NW, Ste 1130

Address Line 2: National Corporate Research, Ltd

Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | F157509 |
| NAME OF SUBMITTER: | Teresa L. McNally |
| SIGNATURE: | /Teresa L. McNally/ |
| DATE SIGNED: | 08/07/2015 |

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**") is made this 7th day of August, 2015, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), and **TPG SPECIALTY LENDING, INC.**, as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the "**Collateral Agent**"). Capitalized terms used but not defined herein shall have the meaning assigned in the Pledge and Security Agreement dated as of August 7, 2015 (as amended, restated, supplemented or otherwise modified, the "**Security Agreement**"), by and among **AVIDXCHANGE, INC.**, a Delaware corporation ("**Holdings**"), **AVIDXCHANGE FINANCIAL SERVICES, INC.**, a Delaware corporation, **PIRACLE, INC.**, a Utah corporation, **STRONGROOM SOLUTIONS, INC.**, a Texas corporation (together with Holdings, individually and collectively and jointly and severally, the "**Company**"), and the Collateral Agent.

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties 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 and Trademark Licenses to which it is a party 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 License; and

(c) all products and proceeds (as that term is defined in the UCC) 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 Trademark Licenses, 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 License.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any Excluded Property.

2. **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, or any of them, to the Collateral Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

3. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the Security Agreement shall control.

4. **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 the Collateral 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 Collateral 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 the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **COUNTERPARTS.** This Trademark Security Agreement is a Credit 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.

6. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN THE CREDIT 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.

GRANTOR:

AVIDXCHANGE, INC., a Delaware corporation

AVIDXCHANGE FINANCIAL SERVICES, INC.,
a Delaware corporation

PIRACLE, INC., a Utah corporation

STRONGROOM SOLUTIONS, INC.,
a Texas corporation

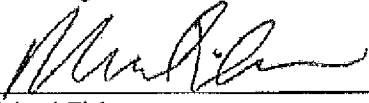
By: _____

Name: *Karen Bertaux*
Title: *CFO*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

TPG SPECIALTY LENDING, INC.,
as Collateral Agent

By: 

Michael Fishman
Co-Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005596 FRAME: 0346

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| <u>IP</u> | <u>Application/ Registration Date</u> | <u>Application/ Registration Number</u> | <u>Current Status</u> | <u>Jurisdiction</u> |
|----------------------------------|--|--|------------------------------|----------------------------|
| AvidUtility | 8/1/2014 | 86354968 | Application Pending | United States |
| AvidInvoice | 8/1/2014 | 86354969 | Application Pending | United States |
| AvidPay | 8/1/2014 | 86354973 | Application Pending | United States |
| AvidXchange | 8/1/2014 | 86354978 | Application Pending | United States |
| AvidBuy | 8/12/2014 | 86364061 | Application Pending | United States |
| AvidXchange (logo) | 8/4/2014 | 86356396 | Application Pending | United States |
| AvidXchange (bw design) | 12/5/2014 | 86472123 | Application Pending | United States |
| AvidXchange (color design) | 12/5/2014 | 86472124 | Application Pending | United States |
| Create A Check | 4/23/1997 2/9/1999 | 75/280.603 2,222,233 | Registered | United States |
| Design-a-Check | 12/21/1999 11/28/2000 | 75/877,191 2,408,643 | Registered | United States |
| Trace-a-Check | 4/21/1993 6/20/1995 | 74/383,170 1,900,392 | Registered | United States |
| Create-a-Coupon | 4/24/2008 12/2/2008 | 77457103 3540238 | Registered | United States |
| Piracle Secure Payment Solutions | 4/8/2008 11/25/2008 | 77451672 3536896 | Registered | United States |
| Miscellaneous Design | 4/21/1993 1/4/1994 | 74381560 1814793 | Registered | United States |



| | | | | |
|---------------------------------------|------------|------------|------------|---------------|
| Rapid Remit | 5/7/2007 | 77174456 | Registered | United States |
| | 4/22/2008 | 3416364 | | |
| Makes Sense | 7/12/1993 | 74/411,955 | Registered | United States |
| | 2/13/1996 | 1,956,727 | | |
| Never Purchase Another Check | 3/25/1994 | 74/506/081 | Registered | United States |
| | 3/5/1996 | 1,960,902 | | |
| Send-a-Check | 2/5/1997 | 75/236,631 | Registered | United States |
| | 9/8/1998 | 2,188,489 | | |
| Piracle | 7/5/2001 | 76/280,701 | Registered | United States |
| | 7/8/2003 | 2,735,368 | | |
| Arlink | 9/5/2007 | 77/272,379 | Registered | United States |
| | 2/3/2009 | 3,570,523 | | |
| ARLink | 11/20/2007 | 77334658 | Registered | United States |
| | 7/15/2008 | 3467089 | | |
| Piracle Payment Tools Onsite + Online | 12/19/2013 | 86/148899 | Registered | United States |
| PIRACLE | | | | |
| Piracle Rapid Remit | 1/26/2009 | 77/656,952 | Registered | United States |
| | 8/18/2009 | 3,668,982 | | |
| Tamarack Toner | 4/7/2010 | 85/008,810 | Registered | United States |
| | 6/28/2011 | 3,986,797 | | |
| Xpresspaystubs | 11/30/2011 | 85/484,133 | Registered | United States |
| | 7/24/2013 | 4,407,675 | | |
| Createachek | 12/18/2011 | 85/490,101 | Registered | United States |
| | 7/24/2012 | 4,179,367 | | |
| Strongroom | 1/20/2012 | 85521755 | Registered | United States |
| | 9/11/2012 | 4205204 | | |