

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of a Security Interest -- Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PaySimple, Inc.		03/07/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG Specialty Lending, Inc., as Collateral Agent		
Street Address:	888 Seventh Avenue, 35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3765354	ACCEPTPAY	
Registration Number:	4246127	BILLSIMPLE	
Registration Number:	4826604	BOOKSIMPLE	
Registration Number:	4353909	CAMP	
Registration Number:	4414680	HELPING SMALL BUSINESSES TAKE ON THE WOR	
Registration Number:	4070534	INVOICESIMPLY	
Registration Number:	3347234	PAYSIMPLE	
Registration Number:	4245579	PAYSIMPLE	
Registration Number:	4246070	RECEIVABLESPRO	
Registration Number:	3757087	SIMPLE SIGN-UP	
Registration Number:	4232745	SIMPLY AMAZING SUPPORT	
Registration Number:	4178933	SMALL BUSINESS SMARTS	
Registration Number:	4189714	WE SMALL BUSINESSES	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<i>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.</i>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		

OP \$340.00 3765354

Address Line 1: 355 South Grand Avenue
Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 058423-0006

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 03/07/2017

Total Attachments: 3

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GRANT OF A SECURITY INTEREST --TRADEMARKS

March 7, 2017

WHEREAS, PAYSIMPLE, INC., a Delaware corporation (the "Grantor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of March 7, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TPG SPECIALTY LENDING, INC., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

PAYSIMPLE, INC.

By:



Name: Marc Thompson

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006002 FRAME: 0649

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
ACCEPTPAY	36	77739518 18-MAY-2009	3765354 23-MAR-2010
BILLSIMPLE	35, 36, 42	85653494 15-JUN-2012	4246127 20-NOV-2012
BOOKSIMPLE	42	86540124 19-FEB-2015	4826604 06-OCT-2015
CAMP	9, 42	85764766 26-OCT-2012	4353909 18-JUN-2013
HELPING SMALL BUSINESSES TAKE ON THE WORLD	35, 36, 42	85868231 06-MAR-2013	4414680 08-OCT-2013
INVOICESIMPLY	35, 42	85314594 06-MAY-2011	4070534 13-DEC-2011
PaySimple	36	77124998 07-MAR-2007	3347234 04-DEC-2007
PAYSIMPLE	35, 36, 42	85592849 09-APR-2012	4245579 20-NOV-2012
RECEIVABLESPRO	35, 36, 42	85626185 15-MAY-2012	4246070 20-NOV-2012
SIMPLE SIGN-UP	36	77767605 24-JUN-2009	3757087 09-MAR-2010
SIMPLY AMAZING SUPPORT	42	85481590 28-NOV-2011	4232745 30-OCT-2012
SMALL BUSINESS SMARTS	35, 41	85481886 28-NOV-2011	4178933 24-JUL-2012
We ♥ Small Businesses	35, 36, 42	85481547 28-NOV-2011	4189714 14-AUG-2012