

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROCKET LAWYER INCORPORATED		07/26/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	ATTN: NOTE DEPARTMENT		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87244369	ROCKETSIGN	
Serial Number:	87356848	ROCKET WALLET	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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>			
Phone:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305983-1138		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	07/28/2017		
Total Attachments: 12			
source=2017-07-26 Bridge Bank - Rocket Lawyer - First Amendment to IPISA#page1.tif			

CH \$65.00 87244369

source=2017-07-26 Bridge Bank - Rocket Lawyer - First Amendment to IPSA#page2.tif
source=2017-07-26 Bridge Bank - Rocket Lawyer - First Amendment to IPSA#page3.tif
source=2017-07-26 Bridge Bank - Rocket Lawyer - First Amendment to IPSA#page4.tif
source=2017-07-26 Bridge Bank - Rocket Lawyer - First Amendment to IPSA#page5.tif
source=2017-07-26 Bridge Bank - Rocket Lawyer - First Amendment to IPSA#page6.tif
source=2017-07-26 Bridge Bank - Rocket Lawyer - First Amendment to IPSA#page7.tif
source=2017-07-26 Bridge Bank - Rocket Lawyer - First Amendment to IPSA#page8.tif
source=2017-07-26 Bridge Bank - Rocket Lawyer - First Amendment to IPSA#page9.tif
source=2017-07-26 Bridge Bank - Rocket Lawyer - First Amendment to IPSA#page10.tif
source=2017-07-26 Bridge Bank - Rocket Lawyer - First Amendment to IPSA#page11.tif
source=2017-07-26 Bridge Bank - Rocket Lawyer - First Amendment to IPSA#page12.tif

**FIRST AMENDMENT
TO AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Amended and Restated Intellectual Property Security Agreement is entered into as of July 26, 2017 (the "IPSA Amendment") by and between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank" or "Lender") and ROCKET LAWYER INCORPORATED, a Delaware corporation ("Grantor") and is made with reference to the Third Loan and Security Modification Agreement dated as of even date hereof between Bank and Grantor, (the "Third Amendment").

RECITALS

Bank and Grantor are parties to that certain Amended and Restated Intellectual Property Security Agreement dated as of June 1, 2016, as amended from time to time (the "IPSA"). In connection with the Third Amendment, the parties desire to amend the IPSA in accordance with the terms of this IPSA Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit B (Trademarks) to the IPSA is hereby replaced in its entirety with that Exhibit B attached hereto.
2. Unless otherwise defined, all initially capitalized terms in this IPSA Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this IPSA Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Lender under the IPSA, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.
3. This IPSA Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

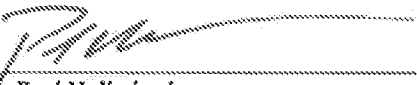
IN WITNESS WHEREOF, the undersigned have executed this IPSA Amendment as of the first date above written.

Address of Grantor:

101 Second Street, 4th Floor
San Francisco, California 94105
Attn: Legal Department

GRANTOR:

ROCKET LAWYER INCORPORATED

By: 
Name: Paul Hollerbach
Title: Chief Financial Officer

Address of Bank:

55 Almaden Boulevard, Suite 100
San Jose, CA 95113
Attn: Note Department

BANK:

WESTERN ALLIANCE BANK


By: 
Name: Larry Sanner
Title: VP

EXHIBIT B**TRADEMARKS**

Trademark	Owner	Registration Number	Registration Date
ROCKET LAWYER	Rocket Lawyer Incorporated	U.S. 4,619,295	10/14/2014
LEGAL MADE SIMPLE	Rocket Lawyer Incorporated	U.S. 4756045	06/16/2015
ROCKET LAWYER ON CALL	Rocket Lawyer Incorporated	U.S. 4,145,526	05/22/2012
DOCUMENT DEFENSE	Rocket Lawyer Incorporated	U.S. 4,929,032	03/29/2016
ROCKET LAWYER	Rocket Lawyer UK Limited	EU 011147865	02/27/2013

TRADEMARK APPLICATIONS

Trademark Application	Owner	Application Number	Application Date
----------------------------------	--------------	---------------------------	-------------------------

CICERO	Rocket Lawyer Incorporated	U.S. 86617060	05/01/2015
--------	-------------------------------	---------------	------------



Wordmark: R

	Rocket Lawyer Incorporated	U.S. 86517273	01/28/2015
--	-------------------------------	---------------	------------

ROCKETSIGN	Rocket Lawyer Incorporated	U.S. 87244369	11/21/2016
------------	-------------------------------	---------------	------------

ROCKET WALLET	Rocket Lawyer Incorporated	U.S. 87356848	03/02/2017
------------------	-------------------------------	---------------	------------

ROCKET PAY	Rocket Lawyer Incorporated	U.S. 86426907	10/17/2014
------------	-------------------------------	---------------	------------

ROCKET SIGN	Rocket Lawyer UK Limited	EU 016435216	03/03/2017
-------------	-----------------------------	--------------	------------

ROCKET WALLET	Rocket Lawyer UK Limited	EU 016427502	03/03/2017
------------------	-----------------------------	--------------	------------

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, is entered into as of June 1, 2016 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation, as successor to Bridge Bank, National Association ("Lender") and ROCKET LAWYER INCORPORATED, a Delaware corporation ("Grantor").

RECITALS

A. Grantor and Lender are parties to that certain Loan and Security Agreement dated as of December 23, 2014 (as amended from time to time, including without limitation, that certain Waiver and First Amendment to Loan and Security Agreement dated as of the date hereof (the "First Amendment") (the "Loan Agreement"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank as security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

B. In connection with the Loan Agreement, Grantor and Lender entered into that certain Intellectual Property Security Agreement dated as of December 23, 2014. Grantor and Lender wish to amend the Loan Agreement pursuant to that certain First Amendment. Lender is willing to enter into the First Amendment, but only upon the condition, among others, that Grantor enter into this Amended and Restated Intellectual Property Security Agreement and grant to Lender a security interest in certain Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) 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;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

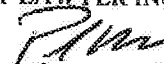
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

ROCKET LAWYER INCORPORATED

By: 
Name: Paul Hellerbach
Title: CEO

Address for Notices:
Attn: Legal Department
101 Second Street, 4th Floor
San Francisco, CA 94105

LENDER:

WESTERN ALLIANCE BANK

By: _____
Name: _____
Title: _____

Address for Notices:
Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

ROCKET LAWYER INCORPORATED

By: _____
Name: _____
Title: _____

Address for Notices:

Attn: Legal Department
101 Second Street, 4th Floor
San Francisco, CA 94105

LENDER:

WESTERN ALLIANCE BANK

By: Pete Homan
Name: Pete Homan
Title: AVP, Relationship Manager

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax:(408) 282-1681

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Grant/Filing Date:</u>
ROCKET LAWYER (US)	85-045,051	Registration No. 4,619,295	N/A	October 14, 2014
ROCKET LAWYER ON CALL (US)	85-347,978	Registration No. 4,145,526	N/A	May 22, 2012
LEGAL MADE SIMPLE (US)	86-457,455	Application No. 86457455	N/A	November 18, 2014
ROCKET PAY (US)	86-426,907	Application No. 86426907	N/A	October 17, 2014
ROCKET LAWYER <i>(Owned by Rocket Lawyer UK Limited)</i>	Owner ID number: 530948	Registration No. 011147865 (European Union)	N/A	February 27, 2013
DOCUMENT DEFENSE	86/603, 539	4,929,032	N/A	March 29, 2016
CICERO	86/617,060	Pending	N/A	May 1, 2015
R	86/517, 273	Pending	N/A	January 28, 2015

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
SYSTEMS AND METHODS FOR FACILITATING ATTORNEY CLIENT RELATIONSHIPS, DOCUMENT ASSEMBLY AND NONJUDICIAL DISPUTE RESOLUTION	Registration Number: 8,255,800	N/A	Issued	August 28, 2012
METHOD OF ESTABLISHING COMMUNICATION BETWEEN USERS AND PROFESSIONAL SERVICE PROVIDERS	N/A	Application No. 13/172,205	N/A	N/A
LEGAL RELATIONSHIP MANAGER	N/A	Application No. 13/872,357	N/A	N/A
METHOD AND SYSTEM OF CREATING AND SIGNING ELECTRONIC DOCUMENTS WITH INCREASED PARTY-SIGNATORY ACCURACY AND EXECUTION INTEGRITY	N/A	Application No: 14/331,007	N/A	N/A
REAL-TIME USER INTERFACE FOR PRIORITIZED PROFESSIONAL WORK QUEUE	N/A	Application No: 14/331,032	N/A	N/A
ROLE-BASED TRANSACTION	N/A	Application No:	Published	N/A

MANAGEMENT SYSTEM FOR MULTI-POINT MERCHANTS		13/907,710		
ROLE-BASED TRANSACTION MANAGEMENT SYSTEM FOR MULTI-POINT MERCHANTS	N/A	Application No: 61/826,402	N/A	N/A
SYSTEM AND METHOD FOR DYNAMICALLY CONFIGURING MERCHANT ACCOUNTS FOR MULTIPLE PAYMENT PROCESSORS	N/A	Application No: 13/907,729	Published	N/A
SYSTEM AND METHOD FOR GENERATING AND UTILIZING GLOBAL INFORMATION FROM TRANSACTION RECORDS	N/A	Application No: 13/907,738	Published	N/A
SYSTEM AND METHOD FOR RISK AND FRAUD MITIGATION FOR MERCHANT ON-BOARDING	N/A	Application No: 14/099,599	N/A	N/A
SYSTEM AND METHOD FOR RISK AND FRAUD MITIGATION WHILE PROCESSING PAYMENT CARD TRANSACTIONS	N/A	Application No: 14/099,729	N/A	N/A
SYSTEM AND METHODS FOR HIERARCHICAL	N/A	Application No: 14/136,588	N/A	N/A

RESOURCE PERMISSIONS MANAGEMENT AND ROLE MANAGEMENT IN A MULTITENANT ENVIRONMENT				
SYSTEM AND METHOD FOR PERFORMING CALLBACKS IN AN AUTOMATED CLEARING HOUSE NETWORK	N/A	Application No: 14/139,100	N/A	N/A