

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449065

|   |                                 |                         |                    |
|---|---------------------------------|-------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                  |                         |                    |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST               |                         |                    |
| <b>CONVEYING PARTY DATA</b>   |                                 |                         |                    |
| <b>Name</b>   | <b>Formerly</b>                 | <b>Execution Date</b>   | <b>Entity Type</b> |
| BIGCOMMERCE PTY LTD   |                                 | 10/27/2017              | Company: AUSTRALIA |
| <b>RECEIVING PARTY DATA</b>   |                                 |                         |                    |
| <b>Name:</b>  | Silicon Valley Bank             |                         |                    |
| <b>Street Address:</b>  | 3003 Tasman Drive, HF 150       |                         |                    |
| <b>City:</b>  | Santa Clara                     |                         |                    |
| <b>State/Country:</b>   | CALIFORNIA                      |                         |                    |
| <b>Postal Code:</b>   | 95054                           |                         |                    |
| <b>Entity Type:</b>   | Corporation: CALIFORNIA         |                         |                    |
| <b>PROPERTY NUMBERS Total: 6</b>  |                                 |                         |                    |
| <b>Property Type</b>  | <b>Number</b>                   | <b>Word Mark</b>        |                    |
| <b>Registration Number:</b>   | 5214817                         | B                       |                    |
| <b>Registration Number:</b>   | 4941631                         | BIGCOMMERCE SELL MORE   |                    |
| <b>Registration Number:</b>   | 5257087                         | BIG COMMERCE            |                    |
| <b>Registration Number:</b>   | 4605574                         | BIG SALE BY BIGCOMMERCE |                    |
| <b>Registration Number:</b>   | 4668932                         | SINGLE CLICK APPS       |                    |
| <b>Registration Number:</b>   | 4446414                         | SUCCESS SQUAD           |                    |
| <b>CORRESPONDENCE DATA</b>  |                                 |                         |                    |
| <b>Fax Number:</b>  |                                 |                         |                    |
| <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> |                                 |                         |                    |
| <b>Phone:</b>   | 2023704750                      |                         |                    |
| <b>Email:</b>   | ipteam@cogencyglobal.com        |                         |                    |
| <b>Correspondent Name:</b>  | Darlena Bari Stark              |                         |                    |
| <b>Address Line 1:</b>  | 1025 VERMONT AVE NW, SUITE 1130 |                         |                    |
| <b>Address Line 2:</b>  | COGENCY GLOBAL INC.             |                         |                    |
| <b>Address Line 4:</b>  | WASHINGTON, D.C. 20005          |                         |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | F173545                         |                         |                    |
| <b>NAME OF SUBMITTER:</b>   | Matthew R. Pierce               |                         |                    |
| <b>SIGNATURE:</b>   | /Matthew R. Pierce/             |                         |                    |
| <b>DATE SIGNED:</b>   | 10/30/2017                      |                         |                    |

OP \$165.00 5214817

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of October 27, 2017, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 14185 N Dallas Parkway, Suite 780, Dallas, Texas 75254 (“**Bank**”) and **BIGCOMMERCE PTY LTD**, a company incorporated under the laws of Australia, with its principal place of business located at Level 6, 1-3 Smail Street, Ultimo, New South Wales 2007 (“**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 (a) that certain Second Amended and Restated Loan and Security Agreement by and among Bank, Grantor, **BIGCOMMERCE HOLDINGS, INC.**, a Delaware corporation (“**Delaware Borrower**”), and **BIGCOMMERCE, INC.** (“**Texas Borrower**”), dated as of the date hereof, and (b) that certain Contingent Convertible Debt Agreement by and among Bank, Grantor, Delaware Borrower, and Texas Borrower dated as of the date hereof (as each may be amended, modified or supplemented from time to time, collectively, 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. As used herein, “Obligations” shall mean all the obligations of Grantor to Bank under the Loan Documents (as defined in 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 Grantor’s Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, 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:

(a) 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**”);

(b) 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;

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

(d) 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**”);

(e) 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**”);

(f) 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**”);

(g) 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;

(h) 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;

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

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Australian Mortgage Debenture, which is hereby incorporated by reference. The provisions of the Loan Agreement and the Australian Mortgage Debenture shall supersede and control over any conflicting or inconsistent provision herein. The

rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Australian Mortgage Debenture and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

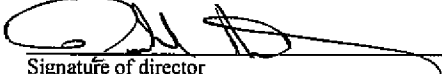
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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.

GRANTOR:

Executed by **BIGCOMMERCE PTY LTD** in accordance with Section 127 of the *Corporations Act 2001*

  
\_\_\_\_\_  
Signature of director

Russell S. Klein  
\_\_\_\_\_  
Name of director (print)

←   
\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)

Robert Alvarez  
\_\_\_\_\_  
Name of director/company secretary (print)

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

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.

GRANTOR:

**Executed by BIGCOMMERCE PTY LTD in  
accordance with Section 127 of the  
Corporations Act 2001**

\_\_\_\_\_  
Signature of director



\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)

BANK:

SILICON VALLEY BANK

By:           *Mr Jevory*          

Title:           *Managing Director*

EXHIBIT A

Copyrights

None.




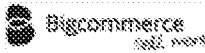
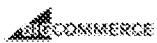

EXHIBIT B

Patents

| Jurisdiction | Title   | Status    | App/Pub/Patent No.                              |
|--------------|---|-----------|---|
| U.S.         | SYSTEM, METHOD AND ARCHITECTURE FOR PROVIDING INTEGRATED APPLICATIONS | Published | App. No.<br>14618700<br>Pub. No.<br>20150229628 |
| U.S.         | SYSTEMS AND METHODS FOR API RATE LIMITING AND DISTRIBUTION            | Published | App. No.<br>14618719<br>Pub. No.<br>20150229579 |

EXHIBIT C

Trademarks

| Record     | Trademark   | Status/Key Dates   |
|------------|---|--|
| US Federal | B & Design<br><br><br><br>RN: 5214817<br>SN: 86869532                              | Registered May 30, 2017<br>Int'l Class: 09,35,42<br>First Use: March, 2016<br>Filed: January 8, 2016<br>Registered: May 30, 2017   |
| US Federal | B BIGCOMMERCE SELL<br>MORE and Design<br><br><br><br>RN: 4941631<br>SN: 85728131   | Registered April 19, 2016<br>Int'l Class: 42<br>First Use: October, 2013<br>Filed: September 13, 2012<br>Registered: April 19, 2016  |
| US Federal | BIG COMMERCE and Design<br><br><br><br>RN: 5257087<br>SN: 86869651               | Registered August 1, 2017<br>Int'l Class: 35,42<br>First Use: March, 2016<br>Filed: January 8, 2016<br>Registered: August 1, 2017  |
| US Federal | BIG SALE BY<br>BIGCOMMERCE and Design<br><br><br><br>RN: 4605574<br>SN: 86231225 | Registered September 16, 2014<br>Int'l Class: 35<br>First Use: March 7, 2014<br>Filed: March 25, 2014<br>Registered: September 16, 2014  |
| US Federal | BIGCOMMERCE<br><br>RN: 3876547<br>SN: 79083519  | Registered - Section 71 & 15 - Accepted<br>& Acknowledged 8 & 15 September 29,<br>2016<br>Filed: February 25, 2010<br>Registered: November 16, 2010<br>Int'l Reg Date: February 25, 2010 |
| US Federal | INTERSPIRE  | Registered - Partial Section 71 & 15   |

|            |  |   |
|------------|--|---|
|            | RN: 3612581<br>SN: 79048107                          | Accepted & Acknowledged 8 & 15 May<br>13, 2015<br>Filed: October 30, 2007<br>Registered: April 28, 2009<br>Int'l Reg Date: October 30, 2007                   |
| US Federal | SINGLE CLICK APPS<br><br>RN: 4668932<br>SN: 86188288 | Registered Supplemental Register<br>January 6, 2015<br>Int'l Class: 42<br>First Use: February, 2014<br>Filed: February 7, 2014<br>Registered: January 6, 2015 |
| US Federal | SUCCESS SQUAD<br><br>RN: 4446414<br>SN: 85770524     | Registered December 10, 2013<br>Int'l Class: 35<br>First Use: November 1, 2012<br>Filed: November 2, 2012<br>Registered: December 10, 2013                    |

EXHIBIT D

Mask Works

None.