

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Mailer, Inc.		02/28/2018	Corporation:
Lasertec, Inc.		02/28/2018	Corporation:
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BDC, INC.		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4440001	LEEFLET	
Registration Number:	4458311	CLICK.CONNECT.COMMUNICATE.	
Registration Number:	2922974	DIGITALMAILER	
Registration Number:	3244417	CLICK. CONNECT. COMMUNICATE!	
Registration Number:	3610032	CONNECT. COMMUNICATE. GROW.	
Registration Number:	4443293	I.D. PLATFORM	
Registration Number:	3761173	EXIGENT911	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-294-2684		
Email:	trademarkny@winston.com		
Correspondent Name:	Blaise Latella		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	086111.00022		
NAME OF SUBMITTER:	Blaise Latella		

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SIGNATURE:	/Blaise Latella by trademarkny/
DATE SIGNED:	03/08/2018
Total Attachments: 5 source=GS - Doxim IP Security Agreement (GS BDC Agent) (Executed)#page1.tif source=GS - Doxim IP Security Agreement (GS BDC Agent) (Executed)#page2.tif source=GS - Doxim IP Security Agreement (GS BDC Agent) (Executed)#page3.tif source=GS - Doxim IP Security Agreement (GS BDC Agent) (Executed)#page4.tif source=GS - Doxim IP Security Agreement (GS BDC Agent) (Executed)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of February 28, 2018 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **GOLDMAN SACHS BDC, INC.**, (as successor to Goldman Sachs Private Middle Market Credit LLC) as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of February 28, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent, as successor to Goldman Sachs Private Middle Market Credit LLC; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities. All capitalized terms used herein (including the preamble and recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the United States registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all United States registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, but not limited to (i) the United States registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Foreign Intellectual Property. Notwithstanding anything to the contrary in this Agreement or the foregoing, nothing in this Agreement shall constitute any representation or warranty as to the validity, enforceability or perfection of the Lien granted hereunder in Collateral that is Intellectual Property registered, issued or arising under the laws of a country other than the United States, nor shall this Agreement create an obligation on Grantor to make any filings or take any other actions to record or perfect the Collateral Agent’s security interest in and continuing lien on Intellectual Property outside of the United States.

Section 4. 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 of 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.

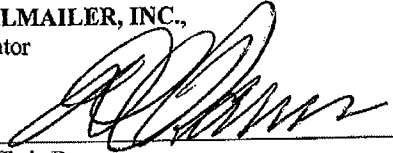
Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

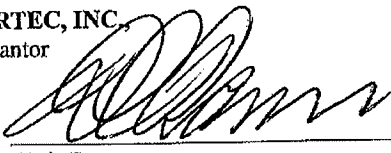
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

DIGITALMAILER, INC.,
as a Grantor

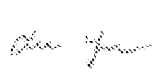
By: 
Name: Chris Rasmussen
Title: Chief Executive Officer

LASERTEC, INC.,
as a Grantor

By: 
Name: Chris Rasmussen
Title: Chief Executive Officer

[Signature page to Intellectual Property Security Agreement]

GOLDMAN SACHS BDC, INC.,
as Collateral Agent

By: 

Name: David Yu

Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. United States Copyrights

Owner	Jurisdiction	Mark	Application No. / Registration No.	Filing Date / Registration Date	Status
DIGITALMAILER, INC.	United States	Leaflet web registration form	TX7740194	May 2, 2013	Registered
DIGITALMAILER, INC.	United States	DigitalMailer, Inc. Website	TX8010705	January 15, 2015	Registered
DIGITALMAILER, INC.	United States	DigitalMailer, Inc. Electronic Data Management System (EDMS)	TX7794419	June 11, 2013	Registered
DIGITALMAILER, INC.	United States	Exigent911 website	TX8011425	April 30, 2013	Registered
DIGITALMAILER, INC.	United States	DigitalMailer Blog	TX7739264	May 1, 2013	Registered
DIGITALMAILER, INC.	United States	TOS Generation and E-Doc Enrollment Verification Webpages	TX7814091	November 7, 2013	Registered
DIGITALMAILER, INC.	United States	DigitalMailer Inc. Client Communication Center Webpages	TX7900121	June 11, 2013	Registered

2. United States Patents

None.

3. United States Trademarks

Owner	Jurisdiction	Title	Application No. / Registration No.	Filing Date / Issue Date	Status
DIGITALMAILER, INC.	United States	Leaflet (Design)	4440001	November 26, 2013	Registered
DIGITALMAILER, INC.	United States	Click.Connect.Communicate	4458311	December 31, 2013	Registered
DIGITALMAILER, INC.	United States	DigitalMailer (original Logo)	2922974	February 1, 2005	Registered
DIGITALMAILER, INC.	United States	Click.Connect.Communicate !	3244417	May 22, 2007	Registered
DIGITALMAILER, INC.	United States	Connect.Communicate.Grow	3610032	April 21, 2009	Registered
DIGITALMAILER, INC.	United States	Exigent911	3761173	March 16, 2010	Registered
LASERTEC, INC.	United States	I.D. Platform	4443293	December 3, 2013	Registered