

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506926

<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>
Parchment Inc.		01/15/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	40 King S. West		
<b>Internal Address:</b>	Suite 5702		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3Y2		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3897333	DOCUFIDE	
<b>Registration Number:</b>	4198220	PARCHMENT	
<b>Registration Number:</b>	4209260	CREDENTIALS UNLEASHED	
<b>Registration Number:</b>	4198223		
<b>Registration Number:</b>	4504636	P PARCHMENT	
<b>Registration Number:</b>	4676221	TURN CREDENTIALS INTO OPPORTUNITIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128767934		
<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>	3142595816		
<b>Email:</b>	trademarks.us@dentons.com		
<b>Correspondent Name:</b>	Katie Krutzsch		
<b>Address Line 1:</b>	Wacker Drive Station, Willis Tower		
<b>Address Line 2:</b>	P.O. Box 061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	15801040-000002		
<b>NAME OF SUBMITTER:</b>	Katie Krutzsch, Paralegal		
<b>SIGNATURE:</b>	/katie krutzsch/		

OP \$165.00 3897333

<b>DATE SIGNED:</b>	01/23/2019
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of January 15, 2019, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Lender**”) and PARCHMENT INC., a Delaware corporation (“**Grantor**”).

### RECITALS

A. Lender and Grantor, among others, are entering into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral including, without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

### AGREEMENT

1. To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

3. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Loan Document by electronic means shall be effective as delivery of an original executed counterpart of such Loan Document. The words “execution,” “signed,” “signature” and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

4. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Parchment Inc.  
7001 N Scottsdale Rd Suite 1050  
Scottsdale, AZ 85253  
Attention: Robert Colletti, President and Chief  
Financial Officer

GRANTOR:

PARCHMENT INC.

By: Robert J. Colletti  
Name: Robert J. Colletti  
Title: President & CFO

Address of Lender:

CIBC Innovation Banking  
40 King S. West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Mark McQueen, President and Executive  
Managing Director

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_  
Name: Mark Usher  
Title: Managing Director

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Parchment Inc.  
7001 N Scottsdale Rd Suite 1050  
Scottsdale, AZ 85253  
Attention: Robert Colletti, President and Chief  
Financial Officer

GRANTOR:

PARCHMENT INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Lender:

CIBC Innovation Banking  
40 King S. West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Mark McQueen, President and Executive  
Managing Director

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

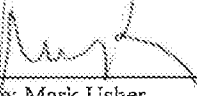
By:  \_\_\_\_\_  
Name: Mark Usher  
Title: Managing Director

EXHIBIT A  
COPYRIGHTS

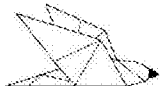
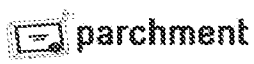
None.

EXHIBIT B

PATENTS

<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
IN ONE EMBODIMENT, SYSTEM TO MANAGE AND DELIVERY ELECTRONIC DOCUMENTS IS DISCLOSED.	9,373,002	6/21/2016
IN ONE EMBODIMENT, SYSTEM TO MANAGE AND DELIVERY ELECTRONIC DOCUMENTS IS DISCLOSED.	8,051,289	11/1/2011
IN ONE EMBODIMENT, SYSTEM TO MANAGE AND DELIVERY ELECTRONIC DOCUMENTS IS DISCLOSED.	10,055,603	08/21/2018
SYSTEM AND METHOD OF FOR DESCRIBING TARGET DATA AS A SEQUENCE OF PATTERN ELEMENTS AND PATTERN ELEMENT GROUPS THAT COMPRISE AN OVERALL TARGET PATTERN	9,589,183	3/7/2017
SYSTEM AND METHOD OF FOR DESCRIBING TARGET DATA AS A SEQUENCE OF PATTERN ELEMENTS AND PATTERN ELEMENT GROUPS THAT COMPRISE AN OVERALL TARGET PATTERN	9,898,655	02/20/2018

EXHIBIT C  
TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
DOCUFIDE®	Reg. No. 3,897,333	12/28/2010
PARCHMENT®	Reg. No. 4,198,220	08/28/2012
CREDENTIALS UNLEASHED®	Reg. No. 4,209,260	09/18/2012
DESIGN (Bird) ® 	Reg. No. 4,198,223	08/28/2012
PARCHMENT & Design® 	Reg. No. 4,504,636	04/01/2014
TURN CREDENTIALS INTO OPPORTUNITIES®	Reg. No. 4,676,221	01/20/2015