

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509593

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRA - 6014/0949		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Western Alliance Bank		02/11/2019	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Invoice Cloud, Inc.		
<b>Street Address:</b>	35 Braintree Hill Office Park		
<b>Internal Address:</b>	Suite 303		
<b>City:</b>	Braintree		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02184		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4166013	INVOICE CLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128623837		
<b>Email:</b>	raza.siddiqui@kirkland.com		
<b>Correspondent Name:</b>	Raza Siddiqui		
<b>Address Line 1:</b>	300 N. Lasalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	45399-3		
<b>NAME OF SUBMITTER:</b>	Raza siddiqui		
<b>SIGNATURE:</b>	/razasiddiqui/		
<b>DATE SIGNED:</b>	02/11/2019		
<b>Total Attachments: 4</b>			
source=Invoice Cloud - IP Security Agreement Release (Trademark) (Invoice Cloud)#page1.tif			
source=Invoice Cloud - IP Security Agreement Release (Trademark) (Invoice Cloud)#page2.tif			

CH \$40.00 4166013

source=Invoice Cloud - IP Security Agreement Release (Trademark) (Invoice Cloud)#page3.tif

source=Invoice Cloud - IP Security Agreement Release (Trademark) (Invoice Cloud)#page4.tif

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 11, 2019 (the “Effective Date”), is made by Western Alliance Bank, an Arizona corporation (the “Lender”), in favor of Invoice Cloud, Inc., a Delaware corporation (the “Grantor”).

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of March 16, 2017 (as amended, amended and restated, or otherwise modified from time to time, the “Loan Agreement”) between Lender and Grantor;

WHEREAS, pursuant to the Loan Agreement, the Grantor and the Lender entered into that certain Intellectual Property Security Agreement, dated as of March 16, 2017, (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, to secure the Obligations under the Loan Agreement, the Grantor granted to the Lender a security interest in all right, title and interest of Grantor in any of the following, whether then existing or thereafter acquired or created in any of the following property (collectively, the “Trademark Collateral”): (i) trademark and service mark 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 (collectively, the “Trademarks”), including the trademark and service mark registrations and applications set forth on Schedule 1 attached hereto, (ii) 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 side use or infringement of the intellectual property rights identified above, (iii) licenses or other rights to use any of the Trademarks, (iv) amendments, renewals and extensions of any of the Trademarks, and (v) 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; and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on March 20, 2017 at Reel/Frame 6014/949.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement.

2. Release. The Lender hereby releases, discharges, terminates and cancels all of its security interest in all right, title or interest in and to the Trademark Collateral, including the trademark and service mark registrations and applications set forth on Schedule 1 attached hereto. If and to the extent that the Lender has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or otherwise, the Lender hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Lender hereby terminates and cancels the Security Agreement.

4. Further Assurances. The Lender agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date:

Western Alliance Bank, as Lender

By: B/K

Name: BEN KIRTLAND

Title: VICE PRESIDENT

**Schedule 1**

**Trademarks**

**REEL/FRAME : 6014/949**

<u>Mark/Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Class/Registration Date:</u>
SWOICE CLOUD	85341766	4166013	Class 26, 2012
SWOICE CLOUD	77881752		November 29, 2009*

\*Indicates dead, abandoned or cancelled trademark