

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Invoice Cloud, Inc.		02/11/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4166013	INVOICE CLOUD	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3128767700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	330 North Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Thomas J. Buettner		
SIGNATURE:	/tjb/		
DATE SIGNED:	02/11/2019		
Total Attachments: 5			
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OP \$40.00 4166013

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2019 (this “Agreement”) between Invoice Cloud, Inc., a Delaware corporation (“**Grantor**”), and Ares Capital Corporation, as administrative agent and collateral agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

RECITALS

- (A) Hancock Midco, LLC, a Delaware limited liability company (“**Holdings**”), Invoice Cloud, Inc., a Delaware corporation (“**Borrower**”), as successor by merger to Hancock Merger Sub, Inc., a Delaware Corporation (“**Merger Sub**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), Administrative Agent and the other parties thereto are parties to a Credit Agreement dated as of February 11, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor is party to a Pledge and Security Agreement, dated as of February 11, 2019, in favor of the Administrative Agent (as it may from time to time be amended, restated, amended and restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), Grantor hereby pledges and grants to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Trademark Collateral**” means Grantor’s right, title and interest in, to and under all of the following property: all Trademarks owned by Grantor referred to on Schedule I hereto (other than any Excluded Assets), including all renewals of any of the foregoing, together with all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including Proceeds from licenses, royalties, fees, income, payments, claims, damages and suit.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Trademark Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets (including intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark or service mark application or any registration issuing therefrom under applicable federal law).

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted by it in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, TO THE EXTENT THEY WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

INVOICE CLOUD, INC.,
as Pledgor,

By: Robert Bennett

Name: Robert Bennett

Title: Chief Executive Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006557 FRAME: 0280

ACCEPTED AND AGREED:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: *Penni Roll*

Name: Penni Roll

Title: Authorized Signatory

SCHEDULE I
TO THE TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Mark	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date	Class	Status	Current Owner of Record
INVOICE CLOUD	USA	85341766 09-JUN-2011	4166013 26-JUN-2012 (Supplemental Register)	35 36	Registered	Invoice Cloud, Inc.