

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOTARIZE, INC.		01/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5617785	N	
Registration Number:	5453999	N NOTARIZE NOTARIZE NOTARIZE	
Registration Number:	5453998	N NOTARIZE	
Registration Number:	5443795	N	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1043888		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	02/05/2019		

OP \$115.00 5617785

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 31, 2019, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and NOTARIZE, INC., a Delaware corporation with its principal place of business located at 745 Boylston Street, 6th Floor, Boston, Massachusetts 02116 ("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 that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, 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 of Grantor to Bank.

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 to Bank, 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, which is hereby incorporated by reference. The provisions of the Loan Agreement 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 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date written above.

GRANTOR:

NOTARIZE, INC.

By: PA KIP

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date written above.

GRANTOR:

NOTARIZE, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: *Mick Lu*

Title: *VP*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

The Grantor has no registered copyrights.

The Grantor's website, marketing materials, and related documents are subject to copyright protection.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Agent-Facilitated Remote Electronic Notarization Meetings (Argentina)	P180100250	February 2, 2018
Automated Online Notarization Meeting Recovery (Argentina)	P180103084	October 23, 2018
System and Method for Validating Authorship of an Electronic Signature Session (Argentina)	P160102196	July 20, 2016
System and Method for Validating Authorship of an Electronic Signature Session (Australia)	2016297557	July 19, 2016
System and Method for Validating Authorship of an Electronic Signature Session (Bermuda)	578BM	July 19, 2016
System and Method for Synchronizing Notary Meeting Interactions Between Multiple Software Clients (Bermuda)	580BM	January 31, 2018
Automated Online Notarization Meeting Recovery (Bermuda)	Not yet assigned	Filed October 23, 2019
Agent-Facilitated Remote Electronic Notarization Meetings	Not yet assigned	Filed January 31, 2018
System and Method for Validating Authorship of an Electronic Signature Session (Brazil)	BR112018001151-7	July 19, 2016
System and Method for Validating Authorship of an Electronic Signature Session (Canada)	2993171	July 19, 2016
System and Method for Validating Authorship of an Electronic Signature Session (China)	201680054231.8	July 19, 2016
System and Method for Validating Authorship of an Electronic Signature Session (EP)	16828403.2	July 19, 2016

System and Method for Validating Authorship of an Electronic Signature Session (Israel)	257013	July 19, 2016
System and Method for Validating Authorship of an Electronic Signature Session (India)	201817005455	July 19, 2016
System and Method for Validating Authorship of an Electronic Signature Session (Japan)	Not yet assigned	Filed July 19, 2016
System and Method for Validating Authorship of an Electronic Signature Session (Japan)	2018-523743	July 19, 2016
System and Method for Validating Authorship of an Electronic Signature Session (Korea)	10-2018-7004949	July 19, 2016
System and Method for Validating Authorship of an Electronic Signature Session (Mexico)	PMX/a/2018/000863 I	July 19, 2016
System and Method for Validating Authorship of an Electronic Signature Session (New Zealand)	739298	July 19, 2016
System and Method for Validating Authorship of an Electronic Signature Session (Russia)	2018106036	July 19, 2016
System and Method for Validating Authorship of an Electronic Signature Session (Singapore)	11201800509T	July 19, 2016
System and Method for Validating Authorship of an Electronic Signature Session (Taiwan)	105122895	July 20, 2016
Agent-Facilitated Remote Electronic Notarization Meetings (Taiwan)	107103786	February 2, 2018
Automated Online Notarization Meeting Recovery (Taiwan)	107137375	October 23, 2018
System and Method for Synchronizing Notary Meeting Interactions Between Multiple Software Clients (USA)	15/886125	February 1, 2018
Automated Online Notarization Meeting Recovery (USA)	62/575772	October 23, 2017
System and Method for Automated Online	16/168213	October 23, 2017

Notarization Meeting Recovery (USA)		
System and Method for Validating Authorship of an Electronic Signature Session (USA)	15/213,805	July 19, 2016
System and Method for Automated Online Notarization Meeting Recovery (WO)	PCT/US2018/ 057029	October 23, 2018
System and Method for Synchronizing Notary Meeting Interactions Between Multiple Software Clients (WO)	PCT/US2018/ 016381	February 1, 2018
System and Method for Validating Authorship of an Electronic Signature Session (WO)	PCT/US2016/ 042916	July 19, 2016
Pending Chinese Patent Application	N/A	N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N 	5617785	November 27, 2018
N Notarize Notarize Notarize 	5453999	April 24, 2018
N Notarize  Notarize	5453998	April 24, 2018
N 	5443795	April 10, 2018

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

The Grantor has no Mask Works.