

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENVOY GLOBAL, INC.		08/19/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2878109	ECONSULTATION	
Registration Number:	5392601	ENVOY	
Registration Number:	5439229	ENVOY	
Registration Number:	3922519	I9NOW	
Registration Number:	2851100	VISANOW	
Registration Number:	2851101	VISANOW.COM	
Registration Number:	2865422	VISAORGANIZER	
Registration Number:	2375036	ASN	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	248435.000031		
NAME OF SUBMITTER:	Christopher C Close, Jr.		

CH \$215.00 2878109

SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	08/29/2019
Total Attachments: 6 source=WAB - Envoy - IP Security Agreement (executed) (8_19)#page1.tif source=WAB - Envoy - IP Security Agreement (executed) (8_19)#page2.tif source=WAB - Envoy - IP Security Agreement (executed) (8_19)#page3.tif source=WAB - Envoy - IP Security Agreement (executed) (8_19)#page4.tif source=WAB - Envoy - IP Security Agreement (executed) (8_19)#page5.tif source=WAB - Envoy - IP Security Agreement (executed) (8_19)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 19, 2019 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and ENVOY GLOBAL, INC., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of August 19, 2019 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) 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 said use or infringement of the intellectual property rights identified above;

(h) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

ENVOY GLOBAL, INC.,

By Richard W. Boyle

Name: RICHARD W. BOYLE

Title: CEO

Address for Notices:

Attn:
230 West Monroe Street
Suite 2700
Chicago, IL 60606

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By _____

Name: _____

Title: _____

Address for Notices:

Attn:
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

ENVOY GLOBAL, INC.,

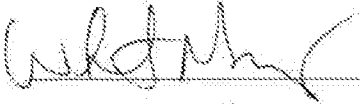
By _____
Name: _____
Title: _____

Address for Notices:

Attn:
230 West Monroe Street
Suite 2700
Chicago, IL 60606

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By 
Name: Whitley Magberry
Title: Relationship Manager

Address for Notices:

Attn:
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

[Signature Page to IP Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre-registered?</u>
Text	VisaNow.com 3.0.		TX0005807865	03/25/2002	Yes

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
ECONSULTATION	75/749742	2878109		07/09/1999
ENVOY	87/195062	5392601		10/06/2016
ENVOY Logo	87/285718	5439229		12/30/2016
I9NOW	85/049464	3922519		05/27/2010
VISANOW	75/822315	2851100		10/13/1999
VISANOW.COM	75/822316	2851101		10/13/1999
VISAORGANIZER	76/256389	2865422		05/14/2001
ASN	75/755655	2375036		07/09/1999
ENVOY Logo	1820156 (Canada)			01/24/2017
ENVOY	1804891 (Canada)			10/07/2016

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
NETWORK BASED LEGAL SERVICES SYSTEM	7558782	10078165	Issued	07/07/2009
NETWORK BASED LEGAL SERVICES SYSTEM	6366925	09225059	Issued	04/02/2002
Employee Visa Compliance and Forecasting Systems and Methods	62/550254		Pending Application	