

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543298

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AvidXchange, Inc.		10/01/2019	Corporation: DELAWARE
AvidXchange Financial Services, Inc.		10/01/2019	Corporation: DELAWARE
Piracle, Inc.		10/01/2019	Corporation: UTAH
Strongroom Solutions, Inc.		10/01/2019	Corporation: TEXAS
Ariett Business Solutions, Inc.		10/01/2019	Corporation: MASSACHUSETTS
AFV Holdings One, Inc.		10/01/2019	Corporation: NORTH CAROLINA
BTS Alliance, LLC		10/01/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	TPG Specialty Lending, Inc.
Street Address:	2100 McKinney Avenue, Suite 1500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	86354968	AVIDUTILITY
Serial Number:	86354969	AVIDINVOICE
Serial Number:	86354973	AVIDPAY
Serial Number:	86354978	AVIDXCHANGE
Serial Number:	86364061	AVIDBUY
Serial Number:	86472123	X AVIDXCHANGE
Registration Number:	5839892	X AVIDXCHANGE
Serial Number:	75877191	DESIGN-A-CHECK
Serial Number:	74383170	TRACE-A-CHECK
Serial Number:	74506081	NEVER PURCHASE ANOTHER CHECK
Serial Number:	76280701	PIRACLE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85484133	XPRESS PAY STUBS
Serial Number:	85521755	STRONGROOM
Serial Number:	85122628	ARIETT
Serial Number:	85122675	REQNET
Serial Number:	74411955	MAKES SENSE
Serial Number:	88600266	CREATE A CHECK
Serial Number:	75280603	CREATE A CHECK
Serial Number:	75236631	SEND-A-CHECK
Serial Number:	85918607	THE BIZ
Serial Number:	74320252	BANKTEL

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /s/ AG

DATE SIGNED: 10/01/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 1st day of October, 2019, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and TPG SPECIALTY LENDING, INC. (“**TSL**”), as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the “**Collateral Agent**”). Capitalized terms used but not defined herein shall have the meaning assigned in the Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), by and among AVIDXCHANGE, INC., a Delaware corporation (“**Holdings**”), AVIDXCHANGE FINANCIAL SERVICES, INC., a Delaware corporation (“**AFS**”), PIRACLE, INC., a Utah corporation (“**Piracle**”), STRONGROOM SOLUTIONS, INC., a Texas corporation (“**Strongroom**”), ARIETT BUSINESS SOLUTIONS, INC., a Massachusetts corporation (“**Ariett**”), AFV HOLDINGS ONE, INC., a North Carolina corporation (“**AFV Holdings**”), BTS ALLIANCE, LLC, a Delaware limited liability company (“**BankTEL**”), and the Collateral Agent.

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark Licenses, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any Excluded Property.

2. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

3. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth

herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **COUNTERPARTS.** This Trademark Security Agreement is a Credit Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AVIDXCHANGE, INC., a Delaware corporation

By: 

Name: Michael Praeger

Title: Chief Executive Officer

AVIDXCHANGE FINANCIAL SERVICES, INC., a Delaware corporation

PIRACLE, INC., a Utah corporation

STRONGROOM SOLUTIONS, INC., a Texas corporation

ARIETT BUSINESS SOLUTIONS, INC., a Massachusetts corporation

AFV HOLDINGS ONE, INC., a North Carolina corporation

BTS ALLIANCE, LLC, a Delaware limited liability company

By: 

Name: Michael Praeger

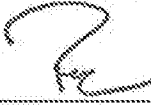
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

TPG SPECIALTY LENDING, INC.

By: 
Name: Robert (Bo) Stanley
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006759 FRAME: 0306

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Application/ Registration Date	Application/ Registration Number	Current Status	Jurisdiction	Grantor
AvidUtility	8/1/2014	86354968	Application Pending	United States	AvidXchange, Inc.
AvidInvoice	8/1/2014 1/15/2019	86354969 5652238	Registered	United States	AvidXchange, Inc.
AvidPay	8/1/2014	86354973	Application Pending	United States	AvidXchange, Inc.
AvidXchange	8/1/2014 12/25/2018	86354978 5635392	Registered	United States	AvidXchange, Inc.
AvidBuy	8/12/2014	86364061	Application Pending	United States	AvidXchange, Inc.
Avid change (bw design)	12/5/2014	86472123 5839891	Registered	United States	AvidXchange, Inc.
AvidXchange (color design)	12/5/2014	86,472,124 5839892	Registered	United States	AvidXchange, Inc.
AvidPay	7/13/2016 6/18/2019	1,791,278 TMA1027671	Registered	Canada	
AvidXchange	7/13/2016 2/15/2018	1,791,280 TMA990,812	Registered	Canada	
AvidXchange (color logo)	7/13/2016 2/15/2018	1,791,291 TMA990,821	Registered	Canada	
AvidXchange (b&w logo)	7/13/2016 2/15/2018	1791292 TMA990,811	Registered	Canada	
Design-a- Check	12/21/1999 11/28/2000	75/877,191 2,408,643	Registered	United States	Piracle, Inc.
Trace-a-Check	4/21/1993 6/20/1995	74/383,170 1,900,392	Registered	United States	Piracle, Inc.
Never Purchase Another Check	3/25/1994 3/5/1996	74/506/081 1,960,902	Registered	United States	Piracle, Inc.

Mark	Application/ Registration Date	Application/ Registration Number	Current Status	Jurisdiction	Grantor
Piracle	7/5/2001 7/8/2003	76/280,701 2,735,368	Registered	United States	Piracle, Inc.
Xpresspaystubs	11/30/2011 9/24/2013	85/484,133 4,407,675	Registered	United States	Piracle, Inc.
Strongroom	1/20/2012 9/11/2012	85521755 4,205,204	Registered	United States	Strongroom Solutions, Inc.
Ariett	9/3/2010 01/03/2012	85/122,628 4,078,923	Registered	United States	Ariett Business Solutions, Inc.
REQNET	9/3/2010 8/16/2011	85/122,675 4,011,370	Registered	United States	Ariett Business Solutions, Inc.
MAKES SENSE	07/12/1993 02/13/1996	74/411,955 1,956,727	Cancelled	United States	Piracle, Inc.
CREATE A CHECK	08/30/2019	88600266	Application Pending	United States	Piracle, Inc.
CREATE A CHECK	4/23/1997 02/09/1999	75/280,603 2,222,233	Registered	United States	Piracle, Inc.
SEND-A- CHECK	02/05/1997 09/08/1998	75/236,631 2,188,489	Cancelled	United States	Piracle, Inc.
THE BIZ	04/30/2013 09/15/2015	85918607 4813308	Registered	United States	BTS Alliance, LLC
BANKTEL	10/05/1992 06/08/1993	74320252 1775060	Registered	United States	BTS Alliance, LLC