

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROSITES PARENT, LLC		10/24/2019	Limited Liability Company: DELAWARE
PROSITES INVESTORS, LLC		10/24/2019	Limited Liability Company: DELAWARE
PROSITES HOLDING COMPANY		10/24/2019	Corporation: DELAWARE
CPASITESOLUTIONS, INC.		10/24/2019	Corporation: VERMONT
PROSITES, INC.		10/24/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3695202	POINT. CLICK. LAUNCH.	
Registration Number:	3645464	PROSITES	
Registration Number:	4369660	TAP FOR APP	
Registration Number:	4432436	YOU HAVE A PHONE. WE MAKE IT RING.	
Registration Number:	4456227	YOUR FEET WILL THANK YOU	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
TRADEMARK			

OP \$140.00 3695202

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1145009

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 10/24/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 24, 2019 by and between the Grantors listed on the signature page hereto (collectively, the “**Grantor**”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, “**Administrative Agent**”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Credit Agreement, dated as of October 24, 2019, by and among **PROSITES PARENT, LLC**, a Delaware limited liability company (“**Holdings**”), **PROSITES INVESTORS, LLC**, a Delaware limited liability company (the “**Borrower**”), the several banks and other financial institutions or entities from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), **SILICON VALLEY BANK**, as the Issuing Lender and the Swingline Lender, and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “**Credit Agreement**”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent and the Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Guarantee and Collateral Agreement**”).

C. Administrative Agent and the Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other 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 its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof,

and excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:


PROSITES PARENT, LLC

By:  _____

Name: Kevin Prokop

Title: Vice President

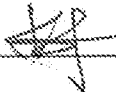
PROSITES INVESTORS, LLC

By:  _____

Name: Kevin Prokop

Title: Vice President

PROSITES HOLDING COMPANY

By:  _____

Name: Kevin Prokop

Title: Vice President

CPASITESOLUTIONS, INC.

By:  _____

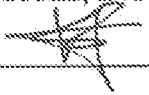
Name: Kevin Prokop

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

PROSITES, INC.

By: _____



Name: Kevin Prokop

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,
as the Administrative Agent

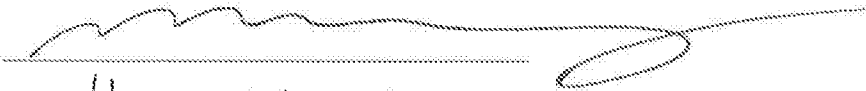
By: 
Name: Henry Wang
Title: Vice President

EXHIBIT A

COPYRIGHTS

Registered Copyrights

<u>Loan Party</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Jurisdiction</u>
ProSites, Inc.	ProSites.com	TX0008078020	12/18/2014	United States
CPASiteSolutions, Inc.	CPASiteSolutions.com	TX0007398793	05/20/2011	United States
CPASiteSolutions, Inc.	Websites4accountants.com	TX0006852875	05/29/2008	United States

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents

None.

Pending Patent Applications

None.

EXHIBIT C

TRADEMARKS

Registered Trademarks

<u>Loan Party</u>	<u>Mark/Name</u>	<u>Status/Key Dates</u>	<u>App. No./ Reg. No.</u>	<u>Jurisdiction</u>
ProSites, Inc.	POINT. CLICK. LAUNCH.	Registered 8 & 15 November 23, 2015 Int'l Class: 42 First Use: May 6, 2008 Filed: February 17, 2009 Registered: October 13, 2009	RN: 3695202 SN: 77671923	United States
ProSites, Inc.	PROSITES	Renewed June 30, 2019 Int'l Class: 35 First Use: June 11, 2007 Int'l Class: 42 First Use: February 8, 2005 Filed: August 31, 2007 Registered: June 30, 2009	RN: 3645464 SN: 77269544	United States
ProSites, Inc.	TAP FOR APP	Registered July 16, 2013 Int'l Class: 42 First Use: April 11, 2013 Filed: April 5, 2012	RN: 4369660 SN: 85590533	United States
ProSites, Inc.	YOU HAVE A PHONE. WE MAKE IT RING.	Registered November 12, 2013 Int'l Class: 35,42 First Use: January 24, 2013 Filed: April 4, 2013	RN: 4432436 SN: 85895082	United States

<u>Loan Party</u>	<u>Mark/Name</u>	<u>Status/Key Dates</u>	<u>App. No./ Reg. No.</u>	<u>Jurisdiction</u>
ProSites, Inc.	YOUR FEET WILL THANK YOU	Registered December 24, 2013 Int'l Class: 42 First Use: September 13, 2013 Filed: September 11, 2012	RN: 4456227 SN: 85725807	United States

Pending Trademark Applications

<u>Loan Party</u>	<u>Mark/Name</u>	<u>Status/Key Dates</u>	<u>App. No./ Reg. No.</u>	<u>Jurisdiction</u>
ProSites, Inc.	OFFICE MOJO	Allowed - Intent to Use Notice of Allowance Issued April 9, 2019 Filed: August 24, 2018	SN: 88091668	United States

ny-1769479