

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547861

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EDIFECS, INC.		11/01/2019	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative Agent		
<b>Street Address:</b>	901 5TH AVENUE, SUITE 3900		
<b>Internal Address:</b>	ATTN: SOREN PETERSON		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98164		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3657861	EDIFECS	
<b>Registration Number:</b>	2555065	COMMERCEDESK	
<b>Registration Number:</b>	5010682	EDIFECS TEST MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Ste 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1148176 TM A		
<b>NAME OF SUBMITTER:</b>	Sarah Mackin		
<b>SIGNATURE:</b>	/Sarah Mackin/		
<b>DATE SIGNED:</b>	11/04/2019		
<b>Total Attachments: 5</b>			

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 1, 2019, is entered into by and among the Grantors listed on the signature pages hereto (each and collectively, the “Grantor”) and SILICON VALLEY BANK (the “Agent”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of November 1, 2019 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Agent, the Grantor and certain of the Grantor’s affiliates party from time to time thereto, and (ii) that certain Credit Agreement, dated as of November 1, 2019 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among, among others, the Grantor, the Agent and certain Lenders party thereto from time to time.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Agent a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than intent-to-use applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the federally registered trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Agent under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Agent to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally as effective as delivery of an original executed counterpart.

*[Signature page follows]*


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Agent:

AGENT:

SILICON VALLEY BANK

901 5<sup>th</sup> Avenue, Suite 3900  
Seattle, Washington 98164  
Attn: Soren Peterson

By:   
Name: Will Deery  
Title: Director

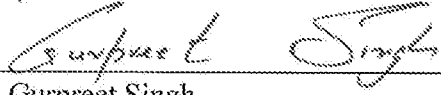
[Signature Page to Trademark Security Agreement]

Address of Grantors:

1756 114<sup>th</sup> Ave. SE  
Bellevue, Washington 98004  
Attn: Gurpreet Singh

GRANTORS:

**EDIFECS, INC.**

By:   
Name: Gurpreet Singh  
Title: President

SCHEDULE A

Registered Trademarks

<u>Grantor</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Edifecs, Inc.	3657861	07/21/2009	01/20/2009	Edifecs, Inc.	EDIFECS
Edifecs, Inc.	2555065	04/02/2002	05/31/2000	Edifecs, Inc.	COMMERCEDESK
Edifecs, Inc.	5010682	8/02/2016	03/17/2015	Edifecs, Inc.	EDIFECS TEST MANAGEMENT

Applications of Registration of Trademarks

None.