

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIGCOMMERCE PTY LTD		02/28/2020	Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	14185 N Dallas Parkway		
Internal Address:	Suite 780		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5214817	B	
Registration Number:	4941631	BIGCOMMERCE SELL MORE	
Registration Number:	5257087	BIG COMMERCE	
Registration Number:	4605574	BIG SALE BY BIGCOMMERCE	
Registration Number:	5770570	MAKE IT BIG	
Registration Number:	4668932	SINGLE CLICK APPS	
Registration Number:	4446414	SUCCESS SQUAD	
Serial Number:	85439660	SOCIALSHOP	
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		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		

OP \$215.00 5214817

ATTORNEY DOCKET NUMBER:	1193544 TM
NAME OF SUBMITTER:	Sarah Mackin
SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	02/28/2020

Total Attachments: 15

source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page1.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page2.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page3.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page4.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page5.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page6.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page7.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page8.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page9.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page10.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page11.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page12.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page13.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page14.tif
source=Closing Copy - F05. Amended and Restated (Australian Borrower)#page15.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of February 28, 2020, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 14185 N Dallas Parkway, Suite 780, Dallas, Texas 75254 (“**Bank**”) and **BIGCOMMERCE PTY LTD ACN 107 422 631**, a company incorporated under the laws of Australia, with its principal place of business located at Level 5, 124-130 Pitt Street, Sydney, NSW 2000, Australia (“**Grantor**”). This Agreement amends and restates in its entirety, and replaces, that certain Intellectual Property Security Agreement dated as of October 27, 2017, between Grantor and Bank (the “**Prior Agreement**”).

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 (a) that certain Third Amended and Restated Loan and Security Agreement by and among Bank, Grantor, **BIGCOMMERCE HOLDINGS, INC.**, a Delaware corporation (“**Delaware Borrower**”), and **BIGCOMMERCE, INC.** (“**Texas Borrower**”), dated as of the date hereof, and (b) that certain 2020 Contingent Convertible Debt Agreement by and among Bank, Grantor, Delaware Borrower, and Texas Borrower dated as of the date hereof (as each may be amended, modified or supplemented from time to time, collectively, 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. As used herein, “Obligations” shall mean all the obligations of Grantor to Bank under the Loan Documents (as defined in the Loan Agreement).

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, 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) any moral rights (as defined in the *Copyright Act 1968 (Cth)*), the right of integrity of authority (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work and the right not to have authorship of a work falsely attributed;

(e) 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**”);

(f) 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**”);

(g) 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**”);

(h) 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;

(i) 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;

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

(k) 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Australian Mortgage Debenture, which is hereby incorporated by reference. The provisions of the Loan Agreement and the Australian Mortgage Debenture 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, the Australian Mortgage Debenture and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. 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.

6. 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.

7. 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 State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

8. Prior Agreement. Grantor and Bank hereby agree that, effective upon the execution and delivery of this Agreement by each such party, the terms and provisions of the Prior Agreement shall be and hereby are amended, restated and superseded in their entirety by the terms and provisions of this Agreement. Nothing herein contained shall be construed as a substitution or novation of the obligations of Borrower outstanding under the Prior Agreement or instruments securing the same, which obligations shall remain in full force and effect, except to the extent that the terms thereof are modified hereby or by instruments executed concurrently

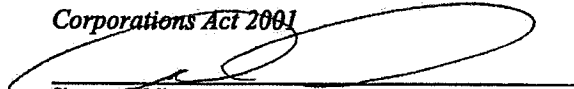
herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of any Borrower from any of the obligations or any liabilities under the Prior Agreement. Borrower hereby confirms and agrees that to the extent that the Prior Agreement purports to assign or pledge to the Bank, or to grant to the Bank a security interest in or lien on, any collateral as security for the Obligations, such pledge, assignment or grant of the security interest or lien is hereby ratified and confirmed in all respects and shall remain effective as of the first date it became effective.

[Signature page follows.]

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

GRANTOR:


Executed by **BIGCOMMERCE PTY LTD** in accordance with Section 127 of the *Corporations Act 2001*



Signature of director

ROBERT AWANEK

Name of director (print)

← 

Signature of director/company secretary
(Please delete as applicable)

BRENT BELL

Name of director/company secretary (print)

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

GRANTOR:

Executed by **BIGCOMMERCE PTY LTD** in accordance with Section 127 of the *Corporations Act 2001*

Signature of director



Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

BANK:

SILICON VALLEY BANK

By: Hyle Lumb

Title: Vice President

EXHIBIT A

Copyrights

None.





EXHIBIT B


Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEMS AND METHODS FOR API RATE LIMITING AND DISTRIBUTION	10,057,378	08/21/2018
SYSTEMS AND METHODS FOR API RATE LIMITING AND DISTRIBUTION	16/042,729	07/23/2018
SYSTEM, METHOD AND ARCHITECTURE FOR PROVIDING INTEGRATED APPLICATIONS	14/618,700	02/10/2015

EXHIBIT C



Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>B and Design</u> 	RN:5214817 SN:86869532	US Federal Registered May 30, 2017 Filed: January 8, 2016
<u>B BIGCOMMERCE SELL MORE and Design</u> 	RN:4941631 SN:85728131	US Federal Registered April 19, 2016 Filed: September 13, 2012
<u>BIG COMMERCE and Design</u> 	RN:5257087 SN:86869651	US Federal Registered August 1, 2017 Filed: January 8, 2016
<u>BIG SALE BY BIGCOMMERCE and Design</u> 	Disclaimer: "COMMERCE" RN:4605574 SN:86231225	US Federal Registered September 16, 2014 Filed: March 25, 2014
<u>BIGCOMMERCE</u>	RN:3876547 SN:79083519	US Federal Registered - Section 71 & 15 - Accepted & Acknowledged 8 & 15 September 29, 2016 Registered: November 16, 2010 Filed: February 25, 2010
<u>INTERSPIRE</u>	RN:3612581 SN:79048107	US Federal Cancelled - Section 71 Declaration Not Filed 8 & 15 November 29, 2019 Filed: October 30, 2007 Registered: April 28, 2009

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>MAKE IT BIG</u>	RN:5770570 SN:87677567	US Federal Registered June 4, 2019 Filed: November 8, 2017
<u>SINGLE CLICK APPS</u>	RN:4668932 SN:86188288	US Federal Registered Supplemental Register January 6, 2015 Filed: February 7, 2014
	Disclaimer: "APPS"	
<u>SOCIALSHOP</u>	SN:85439660	US Federal Abandoned - Failure to Respond March 21, 2013 Filed: October 5, 2011
<u>SUCCESS SQUAD</u>	RN:4446414 SN:85770524	US Federal Registered December 10, 2013 Filed: November 2, 2012
<u>B BIGCOMMERCE SELL MORE and Design</u>	RN:TMA885734 AN:1617781	Canada Registered September 15, 2014 Filed: March 12, 2013 Expiration Date: September 15, 2029
		
<u>BIGCOMMERCE</u>	RN:TMA812643 AN:1471136	Canada Registered November 24, 2011 Filed: February 26, 2010 Expiration Date: November 24, 2026
<u>BIGCOMMERCE</u>	RN:1915910 AN:M1996023	Mexico Filed: December 21, 2017 Registered: August 24, 2018 Expiration Date: February 25, 2020
<u>BIGCOMMERCE</u>	RN:1915909 AN:M1996022	Mexico Filed: December 21, 2017 Registered: August 24, 2018 Expiration Date: February 25, 2020

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>BIGCOMMERCE</u>	RN:1041355	International Registered November 4, 2019 Registered: February 25, 2010 Expiration Date: February 25, 2020
<u>INTERSPIRE</u>	RN:948369	International Renewed October 24, 2017 Registered: October 30, 2007 Expiration Date: October 30, 2027
<u>BIGCOMMERCE</u>	RN:1041355	International Filings Archived January 16, 2020 Registered: February 25, 2010 Expiration Date: February 25, 2020
<u>bigcommerce</u>	RN:201808047 AN:2018/08047	Turkey Filed: December 21, 2017 Registered: November 8, 2018
BIGCOMMERCE		
<u>B BIGCOMMERCE SELL MORE and Design</u>	RN:011644812 AN:011644812	European Union Filed: March 11, 2013 Registered: August 5, 2013 Expiration Date: March 11, 2023
		
<u>BIGCOMMERCE</u>	AN:301980	Israel Filed: December 21, 2017 Registered: May 2, 2019 Expiration Date: February 25, 2020
BIGCOMMERCE		
<u>B BIGCOMMERCE SELL MORE and Design</u>	RN:1545704 AN:1545704	Australia Filed: March 12, 2013 Registered: March 12, 2013 Expiration Date: March 12, 2023
		
<u>BIGCOMMERCE</u>	RN:1324635 AN:1324635	Australia Filed: October 8, 2009 Registered: October 8, 2009 Expiration Date: October 8, 2029

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>SOCIALSHOP</u>	AN:1452315	Australia Cancelled Office Status: Lapsed: Not accepted Filed: October 5, 2011
<u>BIGCOMMERCE and Design</u> 	RN:26107061 AN:26107061	China Filed: August 29, 2017 Registered: September 7, 2019 Expiration Date: September 6, 2029
<u>BIGCOMMERCE and Design</u>	AN:39084288	China Filed: June 24, 2019
<u>BIGCOMMERCE</u> BIGCOMMERCE	RN:26107060 AN:26107060	China Filed: August 29, 2017 Registered: August 28, 2019 Expiration Date: August 27, 2029
<u>BIGCOMMERCE</u> BIGCOMMERCE	AN:32557086	China Filed: July 30, 2018
<u>BIGCOMMERCE and Design</u> 	AN:31579423	China Filed: June 13, 2018
<u>BIGCOMMERCE and Design</u> BIGCOMMERCE	AN:305116617	Hong Kong Published January 24, 2020 Filed: November 19, 2019
<u>B BIGCOMMERCE SELL MORE and Design</u> 	RN:1416824 AN:2493740	DELHI Filed: March 12, 2013 Registered: December 19, 2016 Expiration Date: March 12, 2023

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>BIGCOMMERCE</u>	RN:1416820 AN:2493743	DELHI Filed: March 12, 2013 Registered: December 19, 2016 Expiration Date: March 12, 2023
<u>BIGCOMMERCE</u>	RN:967434 AN:967434	New Zealand Registered April 19, 2013 Filed: October 18, 2012 Expiration Date: October 18, 2022
<u>BIGCOMMERCE SELL MORE and Design</u>	RN:974039 AN:974039	New Zealand Registered September 13, 2013 Filed: March 12, 2013 Expiration Date: September 13, 2022
		
<u>BIGCOMMERCE</u>	AN:4-2019-507628 Disclaimer: Englishnone	Philippines Published January 2, 2020 Filed: November 6, 2019
<u>b bigcommerce sell more</u>	RN:T1304090F AN:T1304090F	Singapore Filed: March 13, 2013 Registered: September 5, 2013 Expiration Date: March 13, 2023
		
<u>bigcommerce</u>	RN:T1304092B AN:T1304092B	Singapore Filed: March 13, 2013 Registered: September 5, 2013 Expiration Date: March 13, 2023
BIGCOMMERCE		
<u>BIGCOMMERCE</u>	AN:108077566	Taiwan Filed: November 26, 2019
BIGCOMMERCE		

Description

BIGCOMMERCE

Registration/
Application
Number

RN:907639879
AN:907639879

Registration/
Application
Date

Brazil
Filed: May 2, 2014
Registered: November 8, 2016
Expiration Date: November 8, 2026

EXHIBIT D

Mask Works

None.