

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOCANVAS HOLDINGS, INC.		06/19/2020	Corporation: DELAWARE
CANVAS SOLUTIONS, INC.		06/19/2020	Corporation: DELAWARE
GOCANVAS BLOCKER, INC.		06/19/2020	Corporation: DELAWARE
SITEDOCS SAFETY ULC		06/19/2020	Unlimited Liability Company: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 TASMAN DRIVE, HF 150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5608135	GOCANVAS	
Registration Number:	5750183	GOCANVAS	
Registration Number:	4788054	SITEDOCS	
Registration Number:	4788055		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1233984 TM		
NAME OF SUBMITTER:	Sarah Mackin		

OP \$115.00 5608135

SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	06/22/2020
Total Attachments: 8 source=Closing Copy - G04. Intellectual Property Security Agreement - GoCanvas#page1.tif source=Closing Copy - G04. Intellectual Property Security Agreement - GoCanvas#page2.tif source=Closing Copy - G04. Intellectual Property Security Agreement - GoCanvas#page3.tif source=Closing Copy - G04. Intellectual Property Security Agreement - GoCanvas#page4.tif source=Closing Copy - G04. Intellectual Property Security Agreement - GoCanvas#page5.tif source=Closing Copy - G04. Intellectual Property Security Agreement - GoCanvas#page6.tif source=Closing Copy - G04. Intellectual Property Security Agreement - GoCanvas#page7.tif source=Closing Copy - G04. Intellectual Property Security Agreement - GoCanvas#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 19, 2020, by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “*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 the date hereof, by and among **GOCANVAS HOLDINGS, INC.**, a Delaware corporation (“*Holdings*”), **CANVAS SOLUTIONS, INC.**, a Delaware corporation (the “*Borrower*”) the several banks and other financial institutions or entities from time to time parties thereto (each a “*Lender*” and, collectively, the “*Lenders*”) 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.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower, Holdings, 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 Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower, Holdings, and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower, Holdings, 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, Holdings, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s, Holdings’, 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 (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), 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) and goodwill associated therewith, 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.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

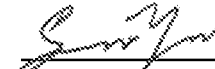
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW RULES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

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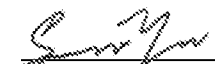
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:


GOCANVAS HOLDINGS, INC.

By: 
Name: Simon Yu
Title: Secretary and Treasurer

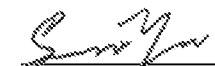
CANVAS SOLUTIONS, INC.

By: 
Name: Simon Yu
Title: Secretary and Treasurer

GOCANVAS BLOCKER, INC.

By: 
Name: Simon Yu
Title: Secretary and Treasurer

SITEDOCS SAFETY ULC

By: 
Name: Simon Yu
Title: Secretary and Treasurer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK


By: 
Name: Henry Wang
Title: Vice President

EXHIBIT A
COPYRIGHTS

Registered Copyrights

None

Pending Copyright Applications

None

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None

EXHIBIT B

PATENTS

Issued Patents

None

Pending Patent Applications









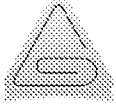
None

Issued Patents and Pending Patent Applications Licensed to Loan Parties

None

EXHIBIT C

TRADEMARKS

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No. / Registration No.</u>	<u>Filing Date / Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
GoCanvas Holdings, Inc.	N/A	N/A	N/A	N/A	N/A
Canvas Solutions, Inc.	US	87573498 5608135	08-17-2017 11-13-2018	Canvas Solutions, Inc.	GOCANVAS
	US	88117869 5750183	09-14-2018 05-14-2019	Canvas Solutions, Inc.	gocanvas
GoCanvas Blocker, Inc.	N/A	N/A	N/A	N/A	N/A
SiteDocs Safety ULC (in name of SiteDocs Safety Corp.)	Canada	TMA895460	01-29-2015	SiteDocs Safety Corp.	SITEDOCS
	US	85579761 4788054	03-26-2012 08-11-2015	SiteDocs Safety Corp.	SITEDOCS
	Canada	TMA895461	01-29-2015	SiteDocs Safety Corp.	
	US	85579881 4788055	03-26-2012 08-11-2015	SiteDocs Safety Corp.	
	-	Common Law	Common Law	SiteDocs Safety Corp.	 Proudly Paperless.
	-	Common Law	Common Law	SiteDocs Safety Corp.	 P Talks
	-	Common Law	Common Law	SiteDocs Safety Corp.	 EasyCOR
	-	Common Law	Common Law	SiteDocs Safety Corp.	 Analytics
	-	Common Law	Common Law	SiteDocs Safety Corp.	 Safety Inbox
	-	Common Law	Common Law	SiteDocs Safety Corp.	 PAPERLESS SAFETY MANAGEMENT
	-	Common Law	Common Law	SiteDocs Safety Corp.	

Registered Trademarks

Pending Trademark Applications

None

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None

ny-1935171