

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM586847

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SharpSpring, Inc.		06/26/2020	Corporation: DELAWARE
SharpSpring Technologies, Inc.		06/26/2020	Corporation: DELAWARE
SharpSpring Reach, Inc.		06/26/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	55 Almaden Boulevard		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5141180	SHARPSRING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	8007130755		
<b>Email:</b>	Ted.Mulligan@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Andrew Frank Garcia		
<b>SIGNATURE:</b>	/Andrew Frank Garcia/		
<b>DATE SIGNED:</b>	07/16/2020		
<b>Total Attachments: 9</b> source=Exhibit#page1.tif			

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 26, 2020, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank"), SharpSpring, Inc., a Delaware corporation ("Parent"), SharpSpring Technologies, Inc., a Delaware corporation ("SharpSpring Technologies") and SharpSpring Reach, Inc., a Delaware corporation ("SharpSpring Reach" and, together with Parent and SharpSpring Technologies, each a "Grantor" and, collectively, "Grantors" as the context requires) is made with reference to the Amended and Restated Loan and Security Agreement, dated on or about the date hereof (as amended from time to time, the "Loan Agreement"), between Bank and Grantors. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby covenant and agree as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all right, title, and interest of Grantors in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 each Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) 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;

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

(j) 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.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

This agreement is an amendment and restatement of that certain Intellectual Property Security Agreement, dated as of March 21, 2016, by Grantors in favor of Bank (as amended, the “**Existing Intellectual Property Security Agreement**”). Grantors hereby acknowledge, confirm and agree that the Existing Intellectual Property Security Agreement is in full force and effect on the date hereof and that the obligations of Lender thereunder are valid, binding and enforceable against Grantors in accordance with the terms thereof. As between Lender, on the one hand, and Grantors, on the other hand, the terms and conditions of the Existing Intellectual Property Security Agreement are, effective as of the date hereof, amended and restated in their entirety and, as so amended and restated, replaced and superseded by the terms and conditions hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**  
SHARPSRING, INC., a Delaware corporation

By: 

Name: Michael Power

Title: Chief Financial Officer

SHARPSRING TECHNOLOGIES, INC., a Delaware corporation

By: 

Name: Michael Power

Title: Chief Financial Officer

SHARPSRING REACH, INC., a Delaware corporation

By: 

Name: Michael Power

Title: Chief Financial Officer

Address for Notices to Grantor:  
3001 Celebration Pointe Ave., Suite 410  
Gainesville, FL 32608  
Attn: Michael Power, CFO  
Email: Michael.power@sharpspring.com

**BANK:**  
WESTERN ALLIANCE BANK, an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices to Bank:  
Attn: 55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 356-6501  
Fax: (408) 282-1681

[Signature page to Amended and Restated Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**  
SHARPSRING, INC., a Delaware corporation

**BANK:**  
WESTERN ALLIANCE BANK, an Arizona corporation

By: .....

Name: Michael Power

Title: Chief Financial Officer

SHARPSRING TECHNOLOGIES, INC., a Delaware corporation

By: .....

Name: Michael Power

Title: Chief Financial Officer

SHARPSRING REACH, INC., a Delaware corporation

By: .....

Name: Michael Power

Title: Chief Financial Officer

Address for Notices to Grantor:  
5001 Celebration Pointe Ave., Suite 410  
Gainesville, FL 32608  
Attn: Michael Power, CFO  
Email: Michael.power@sharpspring.com

By: M. Reid

Name: Malva Reid

Title: Senior Director

Address for Notices to Bank:  
Attn: 55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

[Signature page to Amended and Restated Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006999 FRAME: 0930**

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Registration/Application Number:</u>	<u>Filing Date:</u>
SharpSpring	5141180	July 5, 2016



EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>