

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PaySimple, Inc.		08/25/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 West Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88928105	INVOICE SIMPLE	
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:	2127013569		
Email:	dka@cahill.com		
Correspondent Name:	Doris Ka, Senior Paralegal (IP)		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	4651.019		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	08/26/2020		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT dated as of August 25, 2020 (this “Agreement”), between PAYSIMPLE, INC., a Delaware corporation (the “Grantor”) and CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of August 23, 2019 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PAYSIMPLE INTERMEDIATE, INC., a Delaware corporation, the Grantor, the Lenders party thereto, KKR Loan Administration Services LLC, as Administrative Agent and Cortland Capital Market Services LLC, as Collateral Agent and (b) the Collateral Agreement dated as of August 23, 2019 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantor, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Secured Parties to make extensions of credit and as consideration for such extensions of credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

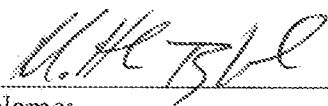
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PAYSIMPLE, INC., as Grantor

By:  _____
Name: Marc Thompson
Title: Chief Financial Officer

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: _____
Title: Matthew Trybula
Associate Counsel

Trademark Registrations and Trademark Applications

Trademark	Owner	Application No.	Filed Date
INVOICE SIMPLE	PaySimple, Inc.	88/928,105	May 21, 2020