

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eFileCabinet, Inc.		08/26/2020	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Camden Partners Strategic Fund VI, LP		
Street Address:	500 East Pratt Street, Suite 1200		
Internal Address:	c/o Camden Partners Holding LLC		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4888934	EFILECABINET	
Registration Number:	5005972	E	
Registration Number:	3532985	EFILECABINET	
Registration Number:	3532983	EFILECABINET	
CORRESPONDENCE DATA			
Fax Number:	2156894910		
<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:	2159791817		
Email:	ccampbell@duanemorris.com		
Correspondent Name:	Christiane S. Campbell; DUANE MORRIS LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-4196		
NAME OF SUBMITTER:	Christiane S. Campbell		
SIGNATURE:	/Christiane S. Campbell/		
DATE SIGNED:	08/31/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of August 26, 2020, is made by eFileCabinet, Inc., a Utah corporation (the "*Grantor*") in favor of Camden Partners Strategic Fund VI, LP, a Delaware limited partnership, as the lead investor (the "*Lead Investor*") for the investors under that certain Loan and Security Agreement (defined below).

WHEREAS, the Grantor is a borrower under that certain loan and security agreement dated as of the date hereof among the Grantor, the Lead Investor, and the other investors party thereto (the "*Investors*") (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "*Loan Agreement*"), pursuant to which (among other things) the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lead Investors and Investors to enter into the Loan Agreement and to induce the Lead Investor and Investors to make their respective extensions of credit to Grantor, Grantor hereby agrees with the Lead Investor and Investors as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Loan Agreement. Any term used in the UCC and not defined in this Agreement or the Loan Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the Obligations, the Grantor hereby grants to the Lead Investor (for the benefit of itself and the Investors) a continuing first priority security interest in and to and a lien on all of the Grantor's right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including all goodwill of the business connected with the use of, and symbolized by, each such Trademark, including, but not limited, to the Trademarks listed on Exhibit A attached hereto (the "*Collateral*"). The Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. Incorporation by Reference. The Grantor hereby acknowledges and affirms that the rights and remedies of Lead Investor with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAWS.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

eFileCabinet, Inc.

DocuSigned by:
By: Jesse Wood
Name: Jesse Wood
Title: Chief Executive Officer

Accepted:

Camden Partners Strategic Fund VI, LP, as Lead Investor

By: _____
Name
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

eFileCabinet, Inc.

By: _____

Name: Jesse Wood

Title: Chief Executive Officer

Accepted:

Camden Partners Strategic Fund VI, LP, as Lead Investor

By: Camden Partners Strategic VI, LLC

Its: General Partner


By: _____

J. Todd Sherman

Member and Manager

[Signature Page to Trademark Security Agreement]

EXHIBIT A

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
eFileCabinet	4888934	Jan. 19, 2016
	5005972	Jul. 26, 2016
EFILECABINET	3532985	Nov. 18, 2008
EFILECABINET	3532983	Nov. 18, 2008