

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ecUtopia, Inc.		12/02/2020	Corporation: CALIFORNIA
RedTail Solutions, LLC		12/02/2020	Corporation: DELAWARE
Nexternal Solutions, Inc. aka Nexternal		12/02/2020	Corporation: CALIFORNIA
Shannon Systems LLC		12/02/2020	Limited Liability Company: MASSACHUSETTS
Enterprise Data Management, Inc.		12/02/2020	Corporation: OHIO
True Commerce, Inc.		12/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC		
Street Address:	150 South Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5621252	BEYOND EDI	
Registration Number:	5659564	95% BUSINESS, 5% TECHNOLOGY	
Registration Number:	5621255	ECUTOPIA	
Registration Number:	5621272		
Registration Number:	3860044	REDTAIL SOLUTIONS	
Registration Number:	3685753	NEXTERNAL	
Registration Number:	2703604	DATALLIANCE	
Registration Number:	2334141	TRUE COMMERCE	
Registration Number:	5464235	B2B B2BGATEWAY.NET GLOBAL EDI NETWORK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

CH \$240.00 5621252

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1182886-0120-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	12/02/2020

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2020 (this “Agreement”), is made by ecUtopia, Inc., a California corporation with a place of business located at 90 South Cascade Ave., Suite 1200, Colorado Springs, CO 80903, United States, RedTail Solutions, LLC, a Delaware corporation with a place of business located at 90 South Cascade Ave., Suite 1200, Colorado Springs, CO 80903, United States, Nexternal Solutions, Inc. aka Nexternal, a California corporation with a place of business located at 90 South Cascade Ave., Suite 1200, Colorado Springs, CO 80903, United States, Shannon Systems LLC, a Massachusetts limited liability company with a place of business located at 173 Spark Street, Brockton, Massachusetts 02832, United States, Enterprise Data Management, Inc., an Ohio corporation with a place of business located at 50 West Broad Street, Suite 1330, Columbus, OH 43215, United States, and True Commerce, Inc., a Delaware corporation with a place of business located at 210 West Kensing Drive, Suite 100, Cranberry Township, PA 16066, United States (collectively, the “Grantor”), in favor of Golub Capital Markets LLC, a Delaware limited liability company with a place of business located at 150 South Wacker Drive, Suite 800, Chicago, IL 60606 United States as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Administrative Agent”).

WHEREAS, the Grantor entered into a Guarantee and Collateral Agreement, dated as of December 2, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Collateral Agreement), among the Grantor and each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in the U.S. federal trademark registrations and applications set forth on Schedule A hereto, including all goodwill associated therewith and symbolized thereby and all proceeds and products thereof and all rights to sue for past, present and future infringements or other violations thereof (collectively, the “Trademark Collateral”). Notwithstanding the foregoing, no Lien or security interest shall be deemed granted on or in any “intent to use” trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

SECTION 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 3. Recordation. The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.


SECTION 4. Governing Law. This Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or Adobe "pdf" file shall be as effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

ecUtopia, Inc.

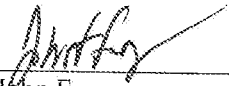
By: 
Name: John Fay
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007120 FRAME: 0766

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

RedTail Solutions, LLC

By: 
Name: John Fay
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007120 FRAME: 0767

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

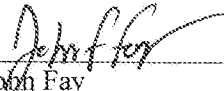
Nexternal Solutions, Inc. aka Nexternal

By: 
Name: John Fay
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

Shannon Systems LLC

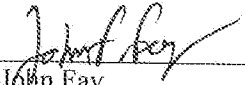
By: 
Name: John Fay
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007120 FRAME: 0769

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

Enterprise Data Management, Inc.

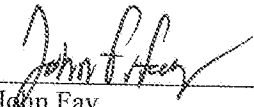
By: 
Name: John Fay
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007120 FRAME: 0770

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

True Commerce, Inc.

By: 
Name: John Fay
Title: President

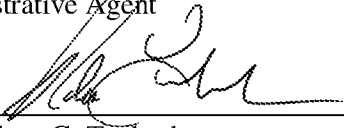
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TRADEMARK
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Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent


By: _____


Name: Robert G. Tuchscherer
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007120 FRAME: 0772

SCHEDULE A
to
Trademark Security Agreement
U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Status	Serial Number #	Registration #	Owner	Filing Date
BEYOND EDI	REGISTERED	87864682	5621252	ECUTOPIA, INC.	4/5/2018
95% BUSINESS, 5% TECHNOLOGY	REGISTERED	87864702	5659564	ECUTOPIA, INC.	4/5/2018
ECUTOPIA	REGISTERED	87864737	5621255	ECUTOPIA, INC.	4/5/2018
E 	REGISTERED	87865245	5621272	ECUTOPIA, INC.	4/5/2018
REDTAIL SOLUTIONS	REGISTERED	77947066	3860044	REDTAIL SOLUTIONS, INC.	3/1/2010
NEXTERNAL	REGISTERED	77684240	3685753	NEXTERNAL SOLUTIONS, INC. AKA NEXTERNAL	3/5/2009
DATALLIANCE	REGISTERED	76149692	2703604	ENTERPRISE DATA MANAGEMENT, INC.	10/19/2000
TRUE COMMERCE	REGISTERED	75296467	2334141	TRUE COMMERCE, INC.	5/22/1997
B2B B2BGATEWAY.NET GLOBAL EDI NETWORK.	REGISTERED	87626798	5464235	SHANNON SYSTEMS LLC	9/28/2017