

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM619653

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DocuSign, Inc.		01/11/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	555 California Street, 4th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2845169	DOCUSIGN	
<b>Registration Number:</b>	3607203	POWERFORMS	
<b>Registration Number:</b>	2939871	DOCUSIGN	
<b>Registration Number:</b>	2943753	STICK-ETABS	
<b>Registration Number:</b>	3028494	THE FASTEST WAY TO GET A SIGNATURE	
<b>Registration Number:</b>	4049334	DOCUSIGN	
<b>Registration Number:</b>	4142751	THE GLOBAL STANDARD FOR ESIGNATURE	
<b>Registration Number:</b>	4593806	KEEP BUSINESS DIGITAL	
<b>Registration Number:</b>	4615182	JUST DOCUSIGN IT	
<b>Registration Number:</b>	4615313	THE GLOBAL STANDARD FOR DIGITAL TRANSACT	
<b>Registration Number:</b>	4615319	DOCUSIGN	
<b>Registration Number:</b>	4678167	TRANSACTION ROOMS	
<b>Registration Number:</b>	4937384		
<b>Registration Number:</b>	5782860	DOCUSIGN	
<b>Registration Number:</b>	5771188	DOCUSIGN	
<b>Serial Number:</b>	88273327	DOCUSIGN GEN	
<b>Serial Number:</b>	88395919	DOCUSIGN AGREEMENT CLOUD	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00 2845169

**Fax Number:**

*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.*

**Phone:** 2023704750  
**Email:** ipteam@coagencyglobal.com  
**Correspondent Name:** Jennifer Tindie  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1212733 TM
<b>NAME OF SUBMITTER:</b>	Karen S. Cottrell
<b>SIGNATURE:</b>	/Karen S. Cottrell/
<b>DATE SIGNED:</b>	01/11/2021

**Total Attachments: 5**

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source=#94038797v1 - (Trademark Security Agreement for Filing)#page4.tif  
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source=#94038797v1 - (Trademark Security Agreement for Filing)#page6.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated January 11, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Obligors”) in favor of Bank of America, N.A. (“BofA”), as administrative agent (the “Administrative Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, DocuSign, Inc., a Delaware corporation (the “Borrower”), BofA, as Administrative Agent, each Lender from time to time party thereto and each other Person party thereto have entered into the Credit Agreement, dated as of January 11, 2021 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit.

WHEREAS, in connection with the Credit Agreement, the Obligors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower.

WHEREAS, under the terms of the Security Agreement, the Obligors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Obligors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Obligor hereby grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Obligor or in which such Obligor now has or at any time in the future may acquire any right, title or interest (in each case excluding any Excluded Property) (the “Trademark Collateral”):

- (a) all registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto; and
- (b) all rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Obligor under this Trademark Security Agreement secures the payment of all Obligations of such Obligor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures,

as to each Obligor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Obligor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Obligor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Obligors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Obligor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Obligor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

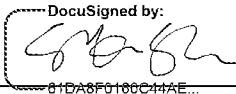
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

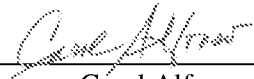
[Signature Pages Follow]

IN WITNESS WHEREOF, each Obligor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DOCUSIGN, INC.,  
as Obligor

By:  DocuSigned by:  
Name: Cynthia Gaylor  
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: Carol Alfonso  
Title: Assistant Vice President

Schedule A

United States Trademark Registrations and Trademark Applications

Ref #	Owner	Application #	Registration #	Mark
01	DocuSign, Inc.	75890539	2845169	DOCUSIGN
02	DocuSign, Inc.	77395180	3607203	POWERFORMS
03	DocuSign, Inc.	78339099	2939871	DOCUSIGN
04	DocuSign, Inc.	78339106	2943753	STICK-ETABS
05	DocuSign, Inc.	78503325	3028494	THE FASTEST WAY TO GET A SIGNATURE
06	DocuSign, Inc.	79025225	3265347	OPEN TRUST
07	DocuSign, Inc.	85301123	4049334	DOCUSIGN
08	DocuSign, Inc.	85443282	4142751	THE GLOBAL STANDARD FOR E-SIGNATURE
09	DocuSign, Inc.	85903910	4593806	KEEP BUSINESS DIGITAL
10	DocuSign, Inc.	86121272	4615182	JUST DOCUSIGN IT
11	DocuSign, Inc.	86187716	4615313	THE GLOBAL STANDARD FOR DIGITAL TRANSACTION MANAGEMENT
12	DocuSign, Inc.	86192899	4615319	DOCUSIGN
13	DocuSign, Inc.	86294934	4678167	TRANSACTION ROOMS
14	DocuSign, Inc.	86295140	4937384	[DESIGN ONLY]
15	DocuSign, Inc.	87834480	5782860	DOCUSIGN
16	DocuSign, Inc.	87940228	5771188	DOCUSIGN
17	DocuSign, Inc.	88273327	NONE	DOCUSIGN GEN
18	DocuSign, Inc.	88395919	NONE	DOCUSIGN AGREEMENT CLOUD