

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639275

<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>
CHARGIFY, LLC		04/12/2021	Limited Liability Company: DELAWARE
KEEN.IO, LLC		04/12/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative Agent		
<b>Street Address:</b>	3003 Tasman Drive, HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3912645	CHARGIFY	
<b>Registration Number:</b>	5078184	KEEN IO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4756		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1355585 TM B		
<b>NAME OF SUBMITTER:</b>	Naomi Sakata		
<b>SIGNATURE:</b>	/Naomi Sakata/		
<b>DATE SIGNED:</b>	04/14/2021		
<b>Total Attachments: 7</b>			

OP \$65.00 3912645

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 12, 2021 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and SILICON VALLEY BANK, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

### RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of April 5, 2021, by and among SO INTERMEDIATE, LLC, a Delaware limited liability company (“*Holdings*”), SO PURCHASER, LLC, a Delaware limited liability company (“*SO Purchaser*”), SAAS OPTICS, LLC, a Delaware limited liability company (“*SaaS Optics*”), CHARGIFY HOLDINGS, LLC, a Delaware limited liability company (“*Chargify Holdings*”), and together with SO Purchaser and SaaS Optics, jointly and severally, individually and collectively, the “*Borrower*”), the several Lenders party thereto from time to time, the Administrative Agent, and Silicon Valley Bank, as Issuing Lender and Swingline Lender (as amended by the Assumption Agreement, Joinder and First Amendment to Credit Agreement, dated as of April 12, 2021 (the “*First Amendment*”), and as may be further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement (as amended by the First Amendment) and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks

listed on Exhibits A, B, and C hereto, respectively), and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

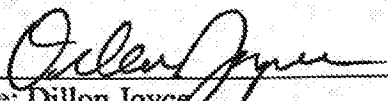
**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

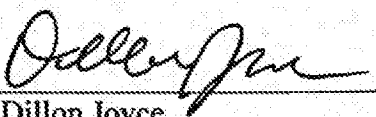
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**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**CHARGIFY LLC**

By:   
Name: Dillon Joyce  
Title: Secretary and Treasurer  
**KEEN.IO, LLC**

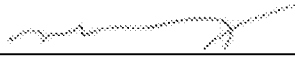
By:   
Name: Dillon Joyce  
Title: Secretary and Treasurer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007255 FRAME: 0819**

**ADMINISTRATIVE AGENT:**

**SILICON VALLEY BANK,**

By:   
Name: Henry Wang  
Title: Director

[Signature Page to Intellectual Property Security Agreement]

SVB Confidential

**TRADEMARK**  
**REEL: 007255 FRAME: 0820**

**EXHIBIT A**

**COPYRIGHTS**

Registered Copyrights

None

Pending Copyright Applications

None

**EXHIBIT B**

**PATENTS**

Issued Patents

None

Pending Patent Applications

None



**EXHIBIT C**

**TRADEMARKS**

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	3912645	02/01/2011	12/07/2009	Chargify LLC	Chargify
US	5078184	11/08/2016	12/17/2012	Keen.io, LLC	Keen IO

Pending Trademark Applications

None