

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTPROCURE, INC		06/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	200 East Las Olas Blvd., Suite 1200		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	National Banking Association: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4263570	SMARTPROCURE	
Registration Number:	5482961	GOVSPEND	
Registration Number:	5486195	GOVQUOTE	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	616-336-1058		
Email:	cmitchell@dickinsonwright.com		
Correspondent Name:	Christopher A. Mitchell		
Address Line 1:	350 South Main Street		
Address Line 2:	Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	21198-406		
NAME OF SUBMITTER:	CHRISTOPHER A. MITCHELL		
SIGNATURE:	/CHRISTOPHER A. MITCHELL/		
DATE SIGNED:	07/01/2021		
Total Attachments: 4			
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CONFIRMATORY SECURITY AGREEMENT

THIS CONFIRMATORY SECURITY AGREEMENT (this "Agreement") is dated June 30, 2021, by and among, SMARTPROCURE, INC., a Delaware corporation having an address at PO Box 4968, Deerfield Beach, FL 33442-4968 ("Grantor") and FIFTH THIRD BANK, National Association having an address at 200 East Las Olas Blvd., Suite 1200, Fort Lauderdale, FL 33301 (the "Secured Party").

Recitals

A. Grantor and Secured Party entered into that certain Master Credit Agreement, dated June 30, 2021 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Secured Party has made available to Grantor certain financial accommodations as set forth in the Credit Agreement.

B. In connection with the Credit Agreement, Grantor, Secured Party, and the other signatories thereto, entered into that certain Security Agreement dated June 30, 2021 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which a security interest in the Collateral (as defined in the Security Agreement) was granted to Secured Party as security for the Obligations (as defined in the Security Agreement).

C. Pursuant to the terms of the Security Agreement, the Collateral includes all of the intellectual property assets of the Grantor, including, without limitation, patents, patent applications, trademarks, trademark applications, and trademark registrations, including, without limitation, the intellectual property listed in Schedule A-4 thereof (all such intellectual property assets of the Grantor are referred to herein as the "Intellectual Property Collateral").

Agreement

In consideration of the above recitals and the mutual agreements contained herein and in the Credit Agreement, the Security Agreement, and any other Loan Documents (as defined in the Credit Agreement), as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Secured Party to secure the Obligations, and Secured Party accepts, a continuing security interest in Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including without limitation each patent and trademark registration referred to in attached Exhibit A (comprising a portion of Schedule A-4 of the Security Agreement), along with the subject trademarks of said trademark registrations, and the goodwill associated with said trademarks.

The security interest granted to Secured Party herein is granted in furtherance, and not in limitation, of the security interests granted to Secured Party pursuant to the Security Agreement. Grantor acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which taken together shall constitute one and the same agreement.

All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement and the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the day and year first above written.

SMARTPROCURE, INC.

By: 
Name: James Fenoglio
Title: Chief Financial Officer

FIFTH THIRD BANK

By: _____
Name: George Valle
Title: Vice President

[SIGNATURE PAGE TO CONFIRMATORY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the day and year first above written.

SMARTPROCURE, INC.

By: _____
Name: _____
Title: _____

FIFTH THIRD BANK

By: _____
Name: George Valle
Title: Vice President



[SIGNATURE PAGE TO CONFIRMATORY SECURITY AGREEMENT]

EXHIBIT A

Patents

Identifier	Record Owner	Jurisdiction	Registration Number	Registration Date	Status	Registrar
Database Aggregation of Purchase Data	SmartProcure, Inc.	US	9,020,988	4/28/2015	registered	USPTO

Trademarks

Record Owner	Trademark	Registration Number	Jurisdiction	Registration Date	Status	Registrar
SmartProcure, Inc.	SMARTPROCURE	4,263,570	US	12/25/2012	registered	USPTO
SmartProcure, Inc.	GOVSPEND	5,482,961	US	5/29/2018	registered	USPTO
SmartProcure, Inc.	GOVQUOTE	5,486,195	US	6/5/2018	registered	USPTO