

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM666808

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900623485

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rocket Lawyer Incorporated		04/06/2021	Corporation: DELAWARE
Cicero Holdings NV Inc.		04/06/2021	Corporation: DELAWARE
Rocket Lawyer Corporate Services LLC		04/06/2021	Limited Liability Company: DELAWARE
Rocket Corporate Services Inc.		04/06/2021	Corporation: DELAWARE
Rocket Corporate Services Inc.	FORMERLY Rocket Lawyer Corporate Services Inc.	04/06/2021	Corporation: MARYLAND
Rocket Lawyer Payments Inc.		04/06/2021	Corporation: DELAWARE
Rocket Lawyer International Inc.		04/06/2021	Corporation: DELAWARE
Rocket Lawyer Attorney Services Inc.		04/06/2021	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	VCP Capital Markets, LLC
<b>Street Address:</b>	Four Embarcadero Center, 20th Floor
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4145526	ROCKET LAWYER ON CALL
<b>Registration Number:</b>	4619295	ROCKET LAWYER
<b>Registration Number:</b>	4756045	LEGAL MADE SIMPLE
<b>Registration Number:</b>	4929032	DOCUMENT DEFENSE
<b>Registration Number:</b>	5324164	R
<b>Registration Number:</b>	6113844	ROCKETSIGN
<b>Registration Number:</b>	6222132	ROCKET WALLET

Property Type	Number	Word Mark
Serial Number:	86617060	CICERO
Serial Number:	90165048	ROCKETEVIDENCE
Serial Number:	90479319	ROCKET LAWYER
Serial Number:	90544921	SIGN CONFIDENTLY
Serial Number:	90544923	WORK CONFIDENTLY
Serial Number:	90544930	PAY CONFIDENTLY
Serial Number:	90565202	CONFIDENTLY LEGAL
Serial Number:	88681948	CICERO

**CORRESPONDENCE DATA**

**Fax Number:** 2028874288  
*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:** 2028874000  
**Email:** dlee@akingump.com  
**Correspondent Name:** David C. Lee  
**Address Line 1:** 2001 K Street, N.W.  
**Address Line 2:** Robert S. Strauss Tower  
**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	700858.0017
<b>NAME OF SUBMITTER:</b>	David C. Lee
<b>SIGNATURE:</b>	/David C. Lee/
<b>DATE SIGNED:</b>	08/11/2021

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of April 6, 2021 by and among **VCP Capital Markets, LLC**, as agent (“Agent”), and **Rocket Lawyer Incorporated**, a Delaware corporation, **Cicero Holdings NV Inc.**, a Delaware corporation, **Rocket Lawyer Corporate Services LLC**, a Delaware limited liability company, **Rocket Corporate Services Inc.**, a Delaware corporation, **Rocket Corporate Services Inc.** (formerly Rocket Lawyer Corporate Services Inc.), a Maryland corporation, **Rocket Lawyer Payments Inc.**, a Delaware corporation, **Rocket Lawyer International Inc.**, a Delaware corporation, and **Rocket Lawyer Attorney Services Inc.**, a Delaware corporation (collectively, jointly and severally, “Grantor”).

### RECITALS

A. Agent and Grantor are parties to that certain Loan and Security Agreement dated April 6, 2021 (as amended from time to time, the “Loan Agreement”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property and intangible rights, now owned or at any time hereafter acquired by such Grantor, including without limitation, the following worldwide:

(i) the trademarks and service marks, trade dress, slogans, logos, and other indicia of origin, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including such items listed on Schedule A hereto,

(ii) the issued patents and patent applications and all like protections including, without limitation, all invention disclosures, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including such items listed on Schedule B hereto,

(iii) all copyrights, copyright rights, copyright applications, copyright registrations, mask works, software, computer programs and other works of authorship, and like protections, including all software codes, and whether or not the same also constitutes a trade secret,

including without limitation all applications or registrations for any of the same and all extensions and renewals thereof, including such items listed on Schedule C hereto,

(iv) trade secrets, know-how, and proprietary business information, (v) all rights to recover damages for past, current, and future infringement or violation of any of the foregoing, (vi) all right, title and interest in and to any and all present and future license, sublicense, and use agreements with respect to any of the foregoing, and

(vii) all present and future proceeds, accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that as of the date of this Agreement, (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all issued patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered or pending registration.

3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Agent with at least 15 days prior written notice thereof, (ii) providing Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a supplement hereto in form acceptable to Agent identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of the Agent.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits or modifies any of the terms or provisions of the Loan Agreement, and Agent's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Agent and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

5. This Agreement may be recorded with the United States Patent and Trademark Office, United States Copyright Office, or any other United States and foreign governmental offices as desired by Agent and Grantor shall provide all assistance in connection therewith. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

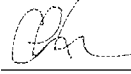
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Agreement as of the date first written above.

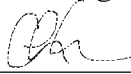
**Address of Grantor:**

101 Second Street, 4th Floor  
San Francisco, CA 94105

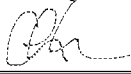
**Rocket Lawyer Incorporated**

By:   
Name: Charles L. Moore  
Title: Chief Executive Officer

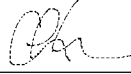
**Cicero Holdings NV Inc.**

By:   
Name: Charles L. Moore  
Title: Chief Executive Officer

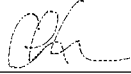
**Rocket Lawyer Corporate Services LLC**

By:   
Name: Charles L. Moore  
Title: Manager

**Rocket Corporate Services Inc., a Delaware corporation**

By:   
Name: Charles L. Moore  
Title: Chief Financial Officer

**Rocket Corporate Services Inc., a Maryland corporation**

By:   
Name: Charles L. Moore  
Title: Chief Financial Officer

*[Signature Page–Intellectual Property Security Agreement]*

Rocket Lawyer Payments Inc.

By: 

Name: Charles L. Moore

Title: Chief Executive Officer

Rocket Lawyer International Inc.

By: 

Name: John Hyun

Title: Chief Executive Officer

Rocket Lawyer Attorney Services Inc.

By: 

Name: John Hyun

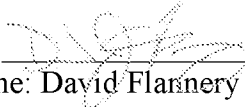
Title: Chief Executive Officer

*[Signature Page–Intellectual Property Security Agreement]*

Address of Agent:  
Four Embarcadero Center, 20<sup>th</sup> Floor  
San Francisco, CA 94111

VCP Capital Markets, LLC

By: Vista Credit Partners, L.P.  
Its: Senior Managing Member

By:  \_\_\_\_\_  
Name: David Flannery

*[Signature Page–Intellectual Property Security Agreement]*



SCHEDULE A

Registered Trademarks and Pending Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration/Serial No.</u>
Rocket Lawyer	U.S.	Registration No. 4619295
Rocket Lawyer	U.S.	Serial No. 90479319
Legal Made Simple	U.S.	Registration No. 4756045
Rocket Lawyer On Call	U.S.	Registration No. 4145526
Document Defense	U.S.	Registration No. 4929032
Circle "R" Logo	U.S.	Registration No. 5324164
RocketSign	U.S.	Registration No. 6113844
Rocket Wallet	U.S.	Registration No. 6222132
RocketEvidence	U.S.	Serial No. 90165048

Cicero	U.S.	Serial No. 86617060
Cicero	U.S.	Serial No. 88681948
Sign Confidently	U.S.	Serial No. 90544921
Work Confidently	U.S.	Serial No. 90544923
Pay Confidently	U.S.	Serial No. 90544930
Rocket Lawyer	European Community	Registration No. 011147865
Rocket Wallet	European Community	Registration No. 016427502
Rocket Sign	European Community	Registration No. 16435216
Legal Made Simple	European Community	Registration No. 17728106
“R” Logo	European Community	Registration No. 017728122
Cicero	European Community	Registration No. 018155980

Rocket Lawyer	Mexico	Registration No. 1471911
Rocket Lawyer	Canada	Serial No. 1851612
RocketEvidence	UK & European Community	Madrid Protocol Application No. 90165048 (USPTO Ref. No. A0105951)
Confidently Legal	U.S.	Serial No. 90565202

Registered Trademarks and Pending Trademark Applications Licensed

Trademark	Jurisdiction	Registration/Serial No.
Rocket Lawyer	U.S.	Registration No. 4619295
Rocket Lawyer	U.S.	Serial No. 90479319
Rocket Lawyer	European Community	Registration No. 011147865
Rocket Wallet	European Community	Registration No. 016427502
Rocket Sign	European Community	Registration No. 16435216

Legal Made Simple	European Community	Registration No. 17728106
“R” Logo	European Community	Registration No. 017728122
RocketEvidence	UK & European Community	Madrid Protocol Application No. 90165048
Confidently Legal	U.S.	Serial No. 90565202
RocketEvidence	U.S.	Serial No. 90165048
Pay Confidently	U.S.	Serial No. 90544930
Work Confidently	U.S.	Serial No. 90544923
Sign Confidently	U.S.	Serial No. 90544921

## SCHEDULE B

### Issued Patents and Patent Applications

- Systems And Methods For Facilitating Attorney Client Relationships, Document Assembly And Nonjudicial Dispute Resolution, Rocket Lawyer Utility Patent, Patent No. US 8,255,800 B2, issued August 28, 2012. Registered Owner: Rocket Lawyer Incorporated.
- Cryptographic Contract Payment and Dispute Resolution System (aka Rocket Wallet Payments Platform), Patent Application Nos. U.S. 16/436,885, PCT/US2019/036430. Applicant: Rocket Lawyer Incorporated.
- Cryptographic Contract Payment and Dispute Resolution System, International Application No. PCT/US2019/036430, published as WO 2019/237128, December, 12, 2019. Applicant: Rocket Lawyer Incorporated.
- System And Method For Attorney Client Privileged Digital Evidence Capture, Analysis and Collaboration, Patent Application No. U.S. 63/064,228. Applicant: Rocket Lawyer Incorporated.

### Issued Patents and Pending Patent Applications Licensed

None.

SCHEDULE C

Registered Copyrights

None

Pending Copyright Applications

None

Registered Copyrights and Pending Copyright Applications Licensed

None

Unregistered Copyrights

All content and software related to rocketlawyer.com and related services.