

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM677131

<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>
KeptlSafe, LLC	FORMERLY KeptlSafe, Inc.	09/17/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Capital Bank		
<b>Street Address:</b>	745 E. Mulberry, Suite 350		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78212		
<b>Entity Type:</b>	Chartered Bank: TEXAS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4234642	KEEPITSAFE	
<b>Registration Number:</b>	4203061	KEEPITSAFE	
<b>Registration Number:</b>	4342292	LIVEVAULT	
<b>Registration Number:</b>	6099781	OFFSITEDATASYNC	
<b>Registration Number:</b>	6162104	OFFSITEDATASYNC	
<b>Registration Number:</b>	4321184	VAULTLOGIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2106009796		
<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>	2106105335		
<b>Email:</b>	jrogers@bartonbensonjones.com		
<b>Correspondent Name:</b>	Jenane Rogers		
<b>Address Line 1:</b>	745 E. Mulberry Ave.		
<b>Address Line 2:</b>	Suite 550		
<b>Address Line 4:</b>	San Antonio, TEXAS 78212		
<b>NAME OF SUBMITTER:</b>	Jerome B. Cohen		
<b>SIGNATURE:</b>	/Jerome B. Cohen/		
<b>DATE SIGNED:</b>	09/27/2021		

OP \$165.00 4234642

**Total Attachments: 4**

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## NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that, pursuant to that certain Security Agreement, dated as of September 17, 2021 (as the same may be amended, restated, amended and restated, supplemented, extended, and/or otherwise modified in writing from time to time, the "Security Agreement"), by and among KEEPIITSAFE, INC., a Delaware corporation and the predecessor by statutory conversion to KEEPIITSAFE, LLC, a Delaware limited liability company (the "Grantor"), and TEXAS CAPITAL BANK, as administrative agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has, in accordance with the terms of the Security Agreement, granted a continuing security interest in, and a right to set off against, the trademarks and trademark applications identified on Schedule I attached hereto, and all extensions and renewals thereof, to the Administrative Agent, for the benefit of the Secured Parties.

Notwithstanding the foregoing, pursuant to the terms of the Security Agreement, no security interest has been granted with respect to any United States federal "intent to use" trademark or service mark applications for which a statement of use has not been filed (but only until such statement is filed).

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications: (i) may only be terminated in accordance with the terms of the Security Agreement; (ii) is not to be construed as an assignment of any trademark or trademark application; and (iii) Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the foregoing made and granted hereby 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 and that in the event that any provision of this notice is deemed to conflict with the Security Agreement, the Security Agreement shall control. This Notice of Grant of Security Interest in Trademarks may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

*[Signature Pages Follow]*

**GRANTOR:**

KEEPITSAFE, LLC, a Delaware limited liability company and successor by statutory conversion to KEEPITSAFE, INC., a Delaware corporation

By: \_\_\_\_\_



Name: Bret Piatt

Title: President

Acknowledged and Accepted:

**ADMINISTRATIVE AGENT:**

TEXAS CAPITAL BANK

By:

A handwritten signature in black ink, appearing to read 'Jeremy Surge', is written over a horizontal dotted line.

Name: Jeremy Surge

Title: Senior Vice President

## SCHEDULE I

Registered Trademarks			
Country	Trademark	Registration No.	Registration Date
USA	KEEPITSAFE	4234642	October 30, 2012
USA	KeepItSafe Logo	4203061	September 4, 2012
USA	LIVEVAULT	4342292	May 28, 2013
USA	OFFSITEDATASYNC	6099781	July 14, 2020
USA	OFFSITEDATASYNC	6162104	September 29, 2020
USA	VAULTLOGIX	4321184	April 16, 2013