

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stamps.com Inc.		10/05/2021	Corporation: DELAWARE
PSI Systems, Inc.		10/05/2021	Corporation: CALIFORNIA
Auctane LLC		10/05/2021	Limited Liability Company: TEXAS
Interapptive Inc.		10/05/2021	Corporation: MISSOURI
ShippingEasy Group, Inc.		10/05/2021	Corporation: DELAWARE
ParcelGuard Insurance Services Inc.		10/05/2021	Corporation: CALIFORNIA
Abol Software, Inc.		10/05/2021	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	ARES Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 72			
Property Type	Number	Word Mark	
Registration Number:	1995307	ABOL	
Registration Number:	5774695	IABOL	
Registration Number:	4121931	AUCTANE	
Registration Number:	6430233	ONE BALANCE	
Registration Number:	5449409	SHIP STATION	
Registration Number:	5287364	SHIPENGINE	
Registration Number:	5174805	SHIPSTATION	
Registration Number:	4121835	SHIPSTATION	
Registration Number:	3877041	VALUESHIP	
Registration Number:	5174809		
Registration Number:	4562680	SHIPPING BEYOND YOUR WILDEST DREAMS	
Registration Number:	5055248	SHIPPING NIRVANA	

OP \$1815.00 1995307

Property Type	Number	Word Mark
Registration Number:	5898495	SHIPSI
Registration Number:	3182557	INTERAPPTIVE
Registration Number:	4808931	SHIP WITH JOY
Registration Number:	5465465	SHIP WORKS
Registration Number:	5920867	SHIPPING PERFORMANCE, DELIVERED.
Registration Number:	5230669	SHIPWORKS
Registration Number:	3323160	SHIPWORKS
Registration Number:	6404219	THE WORKS
Registration Number:	5920960	WORK SMARTER. SHIP FASTER.
Registration Number:	5230670	
Serial Number:	88742026	PARCEL GUARD
Serial Number:	88742038	PARCEL GUARD
Serial Number:	88267301	PARCELGUARD
Serial Number:	88742047	
Serial Number:	88742063	
Registration Number:	1836635	DAZZLE
Registration Number:	1667453	DIAL-A-ZIP
Registration Number:	5086424	E
Registration Number:	5086421	E ENDICIA
Registration Number:	3323950	ENDICIA
Registration Number:	5088686	ISTAMPS
Serial Number:	90407611	SHIPBOT
Serial Number:	90359964	SHIPNOW
Registration Number:	5322580	SHIPPING EASY
Registration Number:	5298169	SHIPPING EASY
Registration Number:	5215340	SHIPPINGEASY
Registration Number:	6158591	SHIPPINGNOW
Registration Number:	2152671	E-STAMP
Registration Number:	6399920	GLOBAL ADVANTAGE
Registration Number:	6399922	GLOBAL ADVANTAGE PROGRAM
Serial Number:	90360550	GLOBALPASS
Registration Number:	6330840	GLOBALPOST
Serial Number:	90037021	INSTALABEL
Registration Number:	5161702	MAXSAVER
Registration Number:	4431980	NETSTAMPS
Registration Number:	3149972	NETSTAMPS
Registration Number:	5721127	ONYX PRODUCTS
Registration Number:	5720572	ONYX PRODUCTS

Property Type	Number	Word Mark
Registration Number:	5613776	ONYX PRODUCTS
Registration Number:	4924622	PARCEL TECHNOLOGY SOLUTIONS
Registration Number:	4894344	PHOTO NETSTAMPS
Registration Number:	3016445	PHOTOSTAMPS
Registration Number:	4897324	POSTAGE ON DEMAND
Registration Number:	5087680	SHIPMATCH
Registration Number:	6348762	SMARTSAVER BUNDLE
Registration Number:	6092047	SMARTSAVER BUNDLE
Registration Number:	6125586	SMARTSAVER PICKUP
Registration Number:	5671379	STAMPS COM
Registration Number:	6101460	STAMPS.COM
Registration Number:	4085625	STAMPS.COM
Registration Number:	2795181	STAMPS.COM
Registration Number:	2756600	STAMPS.COM
Registration Number:	4241641	STAMPS.COM ONLINE
Registration Number:	5704545	STAMPSCOM
Registration Number:	6496299	
Registration Number:	2472708	E
Registration Number:	1930424	I-MAIL
Registration Number:	4010893	PHOTOSTAMPS
Registration Number:	3297684	POSTAGE FROM YOUR PRINTER
Registration Number:	2795182	STAMPS.COM

CORRESPONDENCE DATA

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.

Email: yoosonlee@paulhastings.com

Correspondent Name: Yooson Sandy Lee

Address Line 1: 200 Park Avenue

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: Yooson Sandy Lee

SIGNATURE: /YOOSON SANDY LEE/

DATE SIGNED: 10/07/2021

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Ares Capital Corporation, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

PRELIMINARY STATEMENTS

WHEREAS, Stamps.com Inc., a Delaware corporation, PSI Systems, Inc., a California corporation, Auctane LLC, a Texas limited liability company, Interapptive Inc., a Missouri corporation, ShippingEasy Group, Inc., a Delaware corporation, ParcelGuard Insurance Services, Inc., a California corporation and Abol Software, Inc., a Georgia corporation and certain other Grantors are party to the Security Agreement, dated as of October 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, 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 (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill arising from the use of and symbolized thereby;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise

has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover damages for past, present, or future infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW. SECTION 10.15 (GOVERNING LAW) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

SECTION 5. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

STAMPS.COM INC., as a Grantor

By: _____
Name: Jeff Carberry
Title: Chief Financial Officer

PSI SYSTEMS, INC., as a Grantor

By: _____
Name: Jeff Carberry
Title: Chief Financial Officer

AUCTANE LLC, as a Grantor

By: _____
Name: Jeff Carberry
Title: Chief Financial Officer

INTERAPPTIVE, INC., as a Grantor

By: _____
Name: Jeff Carberry
Title: Chief Financial Officer

SHIPPINGEASY GROUP, INC., as a Grantor

By: _____
Name: Jeff Carberry
Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007446 FRAME: 0756

PARCELGUARD INSURANCE SERVICES, INC.,
as a Grantor

By 

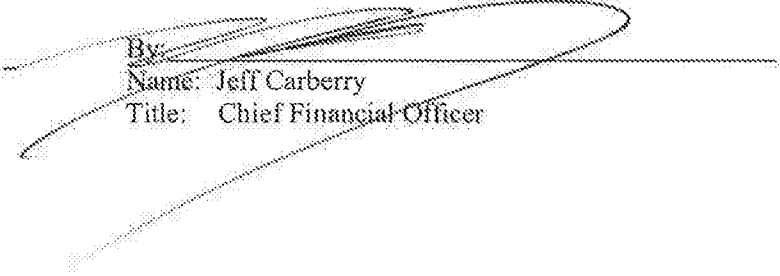
Name: Jeff Carberry

Title: Chief Financial Officer

{Signature Page to IP Security Agreement}

TRADEMARK
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ABOL SOFTWARE, INC., as a Grantor




By: _____
Name: Jeff Carberry
Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007446 FRAME: 0758

ARES CAPITAL CORPORATION, as Collateral Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

[Signature Page to IP Security Agreement]

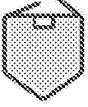


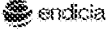
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SCHEDULE A TO TRADEMARK SECURITY AGREEMENT



TRADEMARK REGISTRATIONS AND APPLICATIONS


Trademark	Country	Status	Intl classes	App No Filing Date	Reg No Reg. Date	Owner
ABOL	USA	Registered	9	74710812 17-JUL-1995	1995307 20-AUG-1996	Abol Software, Inc.
IABOL	USA	Registered	35	88175877 31-OCT-2018	5774695 11-JUN-2019	Abol Software, Inc.
AUCTANE	USA	Registered	42	85431262 24-SEP-2011	4121931 03-APR-2012	Auctane LLC
ONE BALANCE	USA	Registered	42	88937388 28-MAY-2020	6430233 20-JUL-2021	Auctane LLC
SHIP STATION	USA	Registered	42	87242334 18-NOV-2016	5449409 17-APR-2018	Auctane LLC
SHIPENGINE	USA	Registered	42	87061942 06-JUN-2016	5287364 12-SEP-2017	Auctane LLC
SHIPSTATION <i>ShipStation</i>	USA	Registered	42	86952549 24-MAR-2016	5174805 04-APR-2017	Auctane LLC
SHIPSTATION	USA	Registered	42	85402977 20-AUG-2011	4121835 03-APR-2012	Auctane LLC
VALUESHIP	USA	Registered	42	85013240 13-APR-2010	3877041 16-NOV-2010	Auctane LLC
Design Only 	USA	Registered	42	86953913 25-MAR-2016	5174809 04-APR-2017	Auctane LLC
SHIPPING BEYOND YOUR WILDEST DREAMS	USA	Registered	42	86011598 16-JUL-2013	4562680 08-JUL-2014	Auctane LLC
SHIPPING NIRVANA	USA	Registered	9	86471876 04-DEC-2014	5055248 04-OCT-2016	Auctane LLC
SHIPSI	USA	Registered	9	88077477 14-AUG-2018	5898495 29-OCT-2019	Auctane LLC

Trademark	Country	Status	Intl classes	App No Filing Date	Reg No Reg. Date	Owner
INTERAPPTIVE	USA	Registered	9 35 42	78504446 22-OCT-2004	3182557 12-DEC-2006	Interapptive, Inc.
SHIP WITH JOY	USA	Registered	42	85864291 01-MAR-2013	4808931 08-SEP-2015	Interapptive, Inc.
SHIP WORKS	USA	Registered	9	87242313 18-NOV-2016	5465465 08-MAY-2018	Interapptive, Inc.
SHIPPING PERFORMANCE, DELIVERED.	USA	Registered	9	88439621 21-MAY-2019	5920867 26-NOV-2019	Interapptive, Inc.
SHIPWORKS 	USA	Registered	9	87008444 20-APR-2016	5230669 27-JUN-2017	Interapptive, Inc.
SHIPWORKS	USA	Registered	9 42	77103560 09-FEB-2007	3323160 30-OCT-2007	Interapptive, Inc.
THE WORKS	USA	Registered	9	88599430 30-AUG-2019	6404219 29-JUN-2021	Interapptive, Inc.
WORK SMARTER. SHIP FASTER.	USA	Registered	9	88443515 23-MAY-2019	5920960 26-NOV-2019	Interapptive, Inc.
Design Only 	USA	Registered	9	87008515 20-APR-2016	5230670 27-JUN-2017	Interapptive, Inc.
PARCEL GUARD 	USA	Pending Intent to Use	35	88742026 30-DEC-2019	--	ParcelGuard Insurance Services, Inc.
PARCEL GUARD 	USA	Pending Intent to Use	36	88742038 30-DEC-2019	--	ParcelGuard Insurance Services, Inc.
PARCELGUARD	USA	Pending Intent to Use	35 36	88267301 18-JAN-2019	--	ParcelGuard Insurance Services, Inc.

Trademark	Country	Status	Intl classes	App. No Filing Date	Reg No Reg. Date	Owner
Design Only 	USA	Pending Intent to Use	35	88742047 30-DEC- 2019	--	ParcelGuard Insurance Services, Inc.
Design Only 	USA	Pending Intent to Use	36	88742063 30-DEC- 2019	--	ParcelGuard Insurance Services, Inc.
DAZZLE	USA	Registered	9	74400825 14-JUN-1993	1836635 17-MAY- 1994	PSI Systems, Inc
DIAL-A-ZIP	USA	Registered	9	74121199 06-DEC- 1990	1667453 10-DEC- 1991	PSI Systems, Inc
E 	USA	Registered	42	87001545 14-APR- 2016	5086424 22-NOV- 2016	PSI Systems, Inc
E ENDICIA 	USA	Registered	42	87001522 14-APR- 2016	5086421 22-NOV- 2016	PSI Systems, Inc
ENDICIA	USA	Registered	9 39 42	78727032 05-OCT- 2005	3323950 30-OCT- 2007	PSI Systems, Inc
ISTAMPS	USA	Registered	42	87011432 22-APR- 2016	5088686 22-NOV- 2016	PSI Systems, Inc
SHIPBOT	USA	Pending Intent to Use	42	90407611 23-DEC- 2020	--	ShippingEasy Group, Inc.
SHIPNOW	USA	Pending Intent to Use	42	90359964 04-DEC- 2020	--	ShippingEasy Group, Inc.
SHIPPING EASY 	USA	Registered	42	87369779 14-MAR- 2017	5322580 31-OCT- 2017	ShippingEasy Group, Inc.
SHIPPING EASY	USA	Registered	42	87242281 18-NOV- 2016	5298169 26-SEP-2017	ShippingEasy Group, Inc.
SHIPPINGEASY	USA	Registered	42	87131268 08-AUG- 2016	5215340 30-MAY- 2017	ShippingEasy Group, Inc.

Trademark	Country	Status	Intl classes	App. No Filing Date	Reg No Reg. Date	Owner
SHIPPINGNOW	USA	Registered	42	87848203 23-MAR-2018	6158591 22-SEP-2020	ShippingEasy Group, Inc.
E-STAMP	USA	Registered	9	74475757 03-JAN-1994	2152671 21-APR-1998	Stamps.com Inc.
GLOBAL ADVANTAGE	USA	Registered	39	88942242 01-JUN-2020	6399920 29-JUN-2021	Stamps.com Inc.
GLOBAL ADVANTAGE PROGRAM	USA	Registered	39	88942272 01-JUN-2020	6399922 29-JUN-2021	Stamps.com Inc.
GLOBALPASS	USA	Pending Intent to Use	42	90360550 04-DEC-2020	--	Stamps.com Inc.
GLOBALPOST	USA	Registered	35	88950238 05-JUN-2020	6330840 20-APR-2021	Stamps.com Inc.
INSTALABEL	USA	Pending Intent to Use	38	90037021 06-JUL-2020	--	Stamps.com Inc.
MAXSAVER	USA	Registered	42	86590157 07-APR-2015	5161702 14-MAR-2017	Stamps.com Inc.
NETSTAMPS	USA	Registered	16	85881620 20-MAR-2013	4431980 12-NOV-2013	Stamps.com Inc.
NETSTAMPS	USA	Registered	9 42	78623290 04-MAY-2005	3149972 26-SEP-2006	Stamps.com Inc.
ONYX PRODUCTS 	USA	Registered	16	88094363 27-AUG-2018	5721127 09-APR-2019	Stamps.com Inc.
ONYX PRODUCTS	USA	Registered	35	88060443 31-JUL-2018	5720572 09-APR-2019	Stamps.com Inc.
ONYX PRODUCTS	USA	Registered	9 16	87978759 11-AUG-2016	5613776 20-NOV-2018	Stamps.com Inc.
PARCEL TECHNOLOGY SOLUTIONS	USA	Registered	35 39	86653784 05-JUN-2015	4924622 22-MAR-2016	Stamps.com Inc.
PHOTO NETSTAMPS	USA	Registered	16	86471914 04-DEC-	4894344 02-FEB-2016	Stamps.com Inc.

Trademark	Country	Status	Intl classes	App. No Filing Date	Reg No Reg. Date	Owner
				2014		
PHOTOSTAMPS	USA	Registered	42	78456073 23-JUL-2004	3016445 15-NOV-2005	Stamps.com Inc.
POSTAGE ON DEMAND	USA	Registered	9	86471940 04-DEC-2014	4897324 09-FEB-2016	Stamps.com Inc.
SHIPMATCH	USA	Registered	35	86692952 14-JUL-2015	5087680 22-NOV-2016	Stamps.com Inc.
SMARTSAVER BUNDLE	USA	Registered	9	88379536 10-APR-2019	6348762 11-MAY-2021	Stamps.com Inc.
SMARTSAVER BUNDLE	USA	Registered	42	88379567 10-APR-2019	6092047 30-JUN-2020	Stamps.com Inc.
SMARTSAVER PICKUP	USA	Registered	35	88379588 10-APR-2019	6125586 11-AUG-2020	Stamps.com Inc.
STAMPS COM	USA	Registered	42	87731980 22-DEC-2017	5671379 05-FEB-2019	Stamps.com Inc.
STAMPS.COM	USA	Registered	42	88742183 30-DEC-2019	6101460 14-JUL-2020	Stamps.com Inc.
STAMPS.COM	USA	Registered	9 35	77945315 25-FEB-2010	4085625 17-JAN-2012	Stamps.com Inc.
STAMPS.COM	USA	Registered	40	75929979 27-FEB-2000	2795181 16-DEC-2003	Stamps.com Inc.
STAMPS.COM 	USA	Registered	40	75929980 27-FEB-2000	2756600 26-AUG-2003	Stamps.com Inc.
STAMPS.COM ONLINE	USA	Registered	42	85578764 23-MAR-2012	4241641 13-NOV-2012	Stamps.com Inc.
STAMPSCOM	USA	Registered	42	87731999 22-DEC-2017	5704545 19-MAR-2019	Stamps.com Inc.
Design Only 	USA	Registered	35	88950276 05-JUN-2020	6496299 28-SEP-2021	Stamps.com Inc.

Trademark	Country	Status	Intl classes	App. No Filing Date	Reg No Reg. Date	Owner
E 	USA	Registered	35 36	75602096 09-DEC-1998	2472708 31-JUL-2001	Stamps.com Inc.
I-MAIL	USA	Registered	9	74372891 29-MAR-1993	1930424 31-OCT-1995	Stamps.com Inc.
PHOTOSTAMPS	USA	Registered	42	77946385 26-FEB-2010	4010893 16-AUG-2011	Stamps.com Inc.
POSTAGE FROM YOUR PRINTER	USA	Registered	9	78875860 03-MAY-2006	3297684 25-SEP-2007	Stamps.com Inc.
STAMPS.COM	USA	Registered	42	75929984 27-FEB-2000	2795182 16-DEC-2003	Stamps.com Inc.