

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM717339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DrChrono Inc.		03/16/2022	Corporation: DELAWARE
PM Ventures, LLC		03/16/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5861911	DRCHRONO	
Registration Number:	5867303	DR CHRONO	
Registration Number:	5903163	ONPATIENT	
Registration Number:	5903162		
Serial Number:	78441026	MD CODER	
Serial Number:	86340338	MD MESSAGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2127013569		
Email:	dka@cahill.com		
Correspondent Name:	Doris Ka		
Address Line 1:	32 Old Slip		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	46510.0036		
NAME OF SUBMITTER:	Doris Ka		

OP \$165.00 5861911

SIGNATURE:	/Doris Ka/
DATE SIGNED:	03/29/2022
Total Attachments: 4 source=EverCommerce - Trademark Security Agreement Supplement [Executed]#page2.tif source=EverCommerce - Trademark Security Agreement Supplement [Executed]#page3.tif source=EverCommerce - Trademark Security Agreement Supplement [Executed]#page4.tif source=EverCommerce - Trademark Security Agreement Supplement [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of March 16, 2022 (this “Agreement”), among DrChrono Inc. and PM Ventures, LLC (each, a “Grantor”) and ROYAL BANK OF CANADA, as Collateral Agent (in such capacity and together with successors in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of July 6, 2021 (as amended by the Amendment No. 1 dated as of November 23, 2021, and as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among EVERCOMMERCE INTERMEDIATE INC., a Delaware corporation (“Holdings”), EVERCOMMERCE SOLUTIONS INC., a Delaware corporation (the “Borrower”), the Lenders party thereto, the Issuing Banks party thereto and Royal Bank of Canada, as Administrative Agent and Collateral Agent; (b) the Collateral Agreement dated as of July 6, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent and (c) Supplement No. 1 to the Collateral Agreement dated as of March 16, 2022 (the “Supplement”), whereby each Grantor became a Grantor under the Collateral Agreement with the same force and effect as if originally named therein as a Grantor. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of all Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks, including the registration and applications thereof listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DRCHRONO INC.

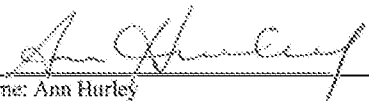
By: 
Name: Marc Thompson
Title: Chief Financial Officer

PM VENTURES, LLC

By: 
Name: Marc Thompson
Title: Chief Financial Officer

ROYAL BANK OF CANADA, as Collateral
Agent

By:

By: 
Name: Ann Hurley
Title: Manager, Agency

Trademark Registrations and Trademark Applications**Trademark Registrations**

DrChrono Inc.

TRADEMARK	JURISDICTION	FILING DETAILS	STATUS	OWNER
DRCHRONO	US	App Date: 3/7/2019 App No: 88/329,877 Registration Date: 5/8/2019 Registration No: 5861911	Registered	DrChrono Inc.
DRCHRONO Logo	US	App Date: 3/7/2019 App No: 88/329,880 Registration Date: 9/24/2019 Registration No: 5867303	Registered	DrChrono Inc.
ONPATIENT	US	App Date: 5/3/2019 App No: 88/415,318 Registration Date: 11/5/2019 Registration No: 5903163	Registered	DrChrono Inc.
ONPATIENT DESIGN	US	App Date: 5/3/2019 App No: 88/415,317 Registration Date: 11/5/2019 Registration No: 5903162	Registered	DrChrono Inc.

PM Ventures, LLC

TRADEMARK	RECORD OWNER	REGISTRATION #	REGISTRATION DATE
MD Coder	PM Ventures, LLC	Serial 78441026, Reg 3,069,520	March 14, 2006
MD Message	PM Ventures, LLC	Serial 86340338, Reg 4,673,294	January 13, 2015

Trademark Applications

None.