

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Assembly Software LLC		05/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank		
Street Address:	2000 McKinney Avenue, Suite 800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97359037	TRIAL WORKS	
Registration Number:	1994146	NEEDLES	
Registration Number:	6029848	ASSEMBLY SOFTWARE	
Serial Number:	90034847	ASSEMBLY LEGAL	
Registration Number:	6494263	NEOS	
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:	9188355997		
Email:	shiers@mcquirewoods.com		
Correspondent Name:	Fredericka J. Sowers		
Address Line 1:	501 Fayetteville Street		
Address Line 2:	Suite 500		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Fredericka J. Sowers		
SIGNATURE:	/Fredericka J. Sowers/		
DATE SIGNED:	05/26/2022		
Total Attachments: 8			

OP \$140.00 97359037

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 25, 2022 (the "Effective Date") by and among TEXAS CAPITAL BANK ("Lender") and ASSEMBLY SOFTWARE LLC ("Assembly Software" or "Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and the Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Advances to the Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, the Grantor has granted to Lender a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, the Grantor grants and pledges to Lender a security interest in all of its right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include any Excluded Collateral.
2. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by such Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.
3. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any Person, including Lender, of any or all other rights, powers or remedies.

4. 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 and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

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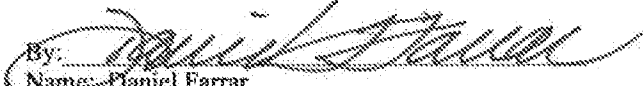
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ASSEMBLY SOFTWARE LLC

1550 Madruga Ave., Ste. 508
Coral Gables, FL 33146


By: 
Name: Daniel Farrar
Title: Chief Executive Officer

LENDER:

TEXAS CAPITAL BANK

Address of Lender:

2000 McKinney Avenue, Suite 800
Dallas, TX 75201

By: 
Name: Josh Seaman
Title: Senior Vice President

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Assembly Legal)
Signature Page

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TRADEMARK
REEL: 007735 FRAME: 0117

SCHEDULE A

Copyrights

<u>Copyright</u>	<u>Filing Date and Application Number</u>	<u>Registration Date and Number</u>	<u>Status and Goods/Services Description</u>
TrialWorks : just plain works. Copyright	Date of Creation: 1999	August 9, 1999, Reg. No. TX0005031654	Computer File
Needles 5.0 Alpha Copyright	Date of Creation: 2015	April 22, 2015, Reg. No. TX0008158195	Computer File
Needles 5 Copyright	Date of Creation: 2016	May 20, 2016, Reg. No. TXu002018618	Electronic File (eService)

SCHEDULE B

Trademarks

Mark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
TRIALWORKS (Class 9) Trademark	June 30, 1999, App. No. 75740603	September 12, 2000, Reg. No. 2385315	Cancelled Class 9: computer software for litigation information management
DOCKIT (Class 43)	December 6, 2019, App. No. 88717803		Abandoned Class 42: software as a service featuring software for use by attorneys and legal professionals to manage intakes, litigation, tasks, calendars, client and internal communication, document preparation and review, and tracking of activities, medical request and other records
LAWEX (Classes 9 and 42)	June 30, 1999, App. No. 75740602	August 29, 2000, Reg. No. 2381128	Cancelled Class 9: COMPUTER SOFTWARE, NAMELY, DATABASE RESEARCH SOFTWARE FOR USE IN SEARCHING LEGAL-RELATED DATABASES, COMPUTER SOFTWARE THAT INTERFACES WITH LEGAL DATABASES AND AIDS IN TRACKING PROCEDURE, EVALUATING, STRATEGIZING AND MANAGING ACTUAL AND POTENTIAL LEGAL DISPUTES Class 42: LITIGATION SUPPORT SERVICES
TRIAL WORKS (Class 9) Trademark	April 12, 2022, App. No. 97359037		Filed Class 9: Computer, server, and mobile application software for managing client intake, tasks, calendars, client and internal communication, and for document preparation and review, and for tracking of case,

			employee, client and service provider activities, and for tracking of police, medical and other service provider records; computer and server software for litigation information management
NEEDLES (Class 9) Trademark	December 2, 1994, App. No. 74605845	August 13, 1996, Reg. No. 1994146	Renewed Class 9: case management software for attorneys and related instruction manuals sold as a unit
ASSEMBLY SOFTWARE (Class 42) Trademark	June 12, 2018, App. No. 87958650	February 29/20, Reg. No. 6029848	Registered Class 42: software as a service featuring software for use by attorneys and legal professionals to manage litigation, docketing, document preparation and review, and tracking of medical request and records
ASSEMBLY LEGAL (Classes 9 and 42) Trademark	July 3, 2020, App. No. 90034847		Allowed Class 9: Downloadable computer software for managing client intake, tasks, calendars, client and internal communication, document preparation and review, and tracking of activities, medical requests, and other records Class 42: Software as a service services featuring software for managing client intake, tasks, calendars, client and internal communication, document preparation and review, and tracking of activities, medical requests, and other records
NEOS (Class 42) Trademark	March 11, 2020, App. No. 88829646	September 21, 2021, Reg. No. 6494263	Class 42: software as a service featuring software for managing client intake, tasks, calendars, client and internal communication, and for document preparation and review, and for tracking of case, employee, client, and service provider activities, and for tracking of police, medical, and other service provider records

SCHEDULE C

Patents

Registered Patents

N/A