

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM757127

<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>
INVESTCLOUD, INC.		09/20/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	10 S Dearborn		
<b>Internal Address:</b>	Floor L2S		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97384712	INVESTCLOUD ORANGE	
<b>Serial Number:</b>	97384696	INVESTCLOUD BLUE	
<b>Serial Number:</b>	97384729	INVESTCLOUD BLACK	
<b>Serial Number:</b>	97384747	INVESTCLOUD GREEN	
<b>Serial Number:</b>	97091062	CAPPPEE	
<b>Serial Number:</b>	97086894	IPROGRAM	
<b>Serial Number:</b>	97082291	CHAAPIF	
<b>Serial Number:</b>	97082297	CHAPOSS	
<b>Serial Number:</b>	90727381	FINANCIAL SUPERMARKET	
<b>Registration Number:</b>	6340105	PWP	
<b>Registration Number:</b>	6206188		
<b>Registration Number:</b>	5848632	LIGHTPORT	
<b>Serial Number:</b>	88033865	PLACE PRIMARY LOCATION OF ACCESS, CONTRO	
<b>Registration Number:</b>	4688706	INVESTCLOUD	
<b>Registration Number:</b>	4179504	IDR	
<b>Registration Number:</b>	4179263	INVESTCLOUD	
<b>Registration Number:</b>	4179226	ALL IN ONE PLACE	
<b>Registration Number:</b>	4128781	INVESTCLOUD A CONIFER GROUP COMPANY	

CH \$490.00 97384712

Property Type	Number	Word Mark
Registration Number:	4254559	ENVISOR

**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.*

**Phone:** 212-728-8000  
**Email:** ipdept@willkie.com  
**Correspondent Name:** Genevieve Dorment  
**Address Line 1:** 787 Seventh Avenue  
**Address Line 4:** New York, NEW YORK 10019

<b>ATTORNEY DOCKET NUMBER:</b>	125180/60
<b>NAME OF SUBMITTER:</b>	Genevieve Dorment
<b>SIGNATURE:</b>	/Genevieve Dorment/
<b>DATE SIGNED:</b>	09/23/2022

**Total Attachments: 5**

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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), effective as of September 20, 2022, by and among INVESTCLOUD, INC., a Delaware corporation (the “Borrower”), in favor of and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Lenders party to the Credit Agreement, dated as of September 20, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Pledge and Security Agreement, dated as of September 20, 2022, in favor of the Administrative Agent (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time), (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Borrower pledged, collaterally assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Collateral, including Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement and to secure the Secured Obligations, the Borrower agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and/or the Security Agreement, as applicable.

**SECTION 2. Grant of Security Interest.** The Borrower hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all its Trademarks, whether now existing, or hereafter acquired by or arising in favor of Borrower (including under any trade name or derivations thereof), and regardless of where located, including the Trademarks set forth on Schedule A (the “Trademark Collateral”) to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Excluded Property.

**SECTION 3. Purpose.** This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof.

The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including a .pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law; Jurisdiction; Consent to Service of Process; WAIVER OF JURY TRIAL. The terms of Sections 9.09 and 9.10 of the Credit Agreement with respect to governing law, jurisdiction, consent to service of process and waiver of jury trial are incorporated herein by reference, as applicable to this Agreement, *mutatis mutandis*, and the parties hereto agree to such terms.

*(Remainder of the page intentionally left blank)*

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INVESTCLOUD, INC.

By: Colin Close

Name: Colin Close

Title: President

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: Haley Heslip  
Name: Haley Heslip  
Title: Vice President

Schedule A

<b>Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
INVESTCLOUD ORANGE	97384712	27-APR-2022			INVESTCLOUD, INC.
INVESTCLOUD BLUE	97384696	27-APR-2022			INVESTCLOUD, INC.
INVESTCLOUD BLACK	97384729	27-APR-2022			INVESTCLOUD, INC.
INVESTCLOUD GREEN	97384747	27-APR-2022			INVESTCLOUD, INC.
CAPPPEE	97091062	25-OCT-2021			INVESTCLOUD, INC.
IPROGRAM	97086894	21-OCT-2021			INVESTCLOUD, INC.
CHAAPIF	97082291	19-OCT-2021			INVESTCLOUD, INC.
CHAPOSS	97082297	19-OCT-2021			INVESTCLOUD, INC.
FINANCIAL SUPERMARKET	90727381	21-MAY-2021			INVESTCLOUD, INC.
PWP	90157847	03-SEP-2020	6340105	04-MAY-2021	INVESTCLOUD, INC.
Design Only	88035123	12-JUL-2018	6206188	24-NOV-2020	INVESTCLOUD, INC.
LIGHTPORT	88033823	11-JUL-2018	5848632	03-SEP-2019	INVESTCLOUD, INC.
PLACE PRIMARY LOCATION OF ACCESS, CONTROL AND ENTRY	88033865	11-JUL-2018			INVESTCLOUD, INC.
INVESTCLOUD	86336381	14-JUL-2014	4688706	17-FEB-2015	INVESTCLOUD, INC.
IDR	85526486	26-JAN-2012	4179504	24-JUL-2012	INVESTCLOUD, INC.
INVESTCLOUD	85485944	02-DEC-2011	4179263	24-JUL-2012	INVESTCLOUD, INC.
ALL IN ONE PLACE	85485384	01-DEC-2011	4179226	24-JUL-2012	INVESTCLOUD, INC.
INVESTCLOUD A CONIFER GROUP COMPANY	85407002	25-AUG-2011	4128781	17-APR-2012	INVESTCLOUD, INC.
ENVISOR	85259721	07-MAR-2011	4254559	04-DEC-2012	INVESTCLOUD, INC.