

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPayables, Inc.		10/07/2022	Corporation: DELAWARE
DocuPhase, LLC		10/07/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Crestline Direct Finance, L.P.		
Street Address:	201 Main Street		
Internal Address:	Suite 1900		
City:	Ft. Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5092346	DOCUPHASE	
Registration Number:	2885747	ISYNERGY	
Registration Number:	2833962	IDATIX	
Registration Number:	4969747	CLEARWATER PAYMENTS	
Registration Number:	3132436	IPAYABLES	
Registration Number:	4121304	INVOICEWORKS	
Registration Number:	5058601	PURCHASEWORKS	
Registration Number:	5502259	AUTOMATE WITH CONFIDENCE	
CORRESPONDENCE DATA			
Fax Number:	2149695100		
<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:	214-220-3939		
Email:	grgriffith@jonesday.com, mmisitigh@jonesday.com		
Correspondent Name:	Gerry R. Griffith II		
Address Line 1:	2727 Harwood Street		
Address Line 4:	Dallas, TEXAS 75201		

CH \$215.00 5092346

NAME OF SUBMITTER:	Melanie H. Misitigh
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	10/10/2022
Total Attachments: 7 source=FILE Crestline-DocuPhase - Intellectual Property Security Agreement(1533896101.1)#page1.tif source=FILE Crestline-DocuPhase - Intellectual Property Security Agreement(1533896101.1)#page2.tif source=FILE Crestline-DocuPhase - Intellectual Property Security Agreement(1533896101.1)#page3.tif source=FILE Crestline-DocuPhase - Intellectual Property Security Agreement(1533896101.1)#page4.tif source=FILE Crestline-DocuPhase - Intellectual Property Security Agreement(1533896101.1)#page5.tif source=FILE Crestline-DocuPhase - Intellectual Property Security Agreement(1533896101.1)#page6.tif source=FILE Crestline-DocuPhase - Intellectual Property Security Agreement(1533896101.1)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of October 7, 2022, is made by each of **IPAYABLES, INC.**, a Delaware corporation and **DOCUPHASE, LLC**, a Delaware limited liability company (each a "Grantor" and collectively, "Grantors"), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as Collateral Agent for the ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantors have executed and delivered a Pledge and Security Agreement, dated as of the date hereof, with and in favor of Agent for the ratable benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"). Grantors have pledged and granted to Agent a continuing security interest in all Intellectual Property, listed on Schedule 1 and Schedule 2.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Pledge and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor, as applicable (the "Patent and Trademark Collateral"):

(a) all of its Patents and all Patent Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(d) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 2 hereto;

(e) all renewals and extensions of the foregoing;

(f) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(g) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover

at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantors 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 Agent in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Pledge and Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Patent and Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or by other electronic transmission (e.g., "pdf" or "tif") will be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import as it relates to the execution and delivery of this Agreement shall be deemed to include an electronic symbol or process attached to a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record (each, an "Electronic Signature"), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Without limiting the generality of the foregoing, each Grantor hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the parties hereto, electronic images of this Agreement (including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of this Agreement based solely on the lack of paper original copies of this Agreement, including with respect to any signature pages hereto or thereto. Upon Agent's request, any signature transmitted by facsimile or electronic transmission or Electronic Signature, in each case, in connection herewith by Grantors shall be followed by a "wet ink" manually executed counterpart promptly sent to Agent.

6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO AGREES THAT ANY SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN ANY FEDERAL COURT OF THE U.S. SITTING IN THE BOROUGH OF MANHATTAN OR, IF THAT COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, IN ANY STATE COURT LOCATED IN THE CITY AND COUNTY OF NEW YORK, AND EACH**

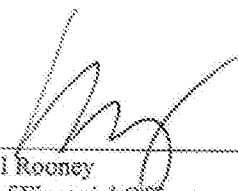
OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF, AND TO VENUE IN, SUCH COURTS.

7. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER HEREOF, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 7 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.


[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

IPAYABLES, INC., as Grantor

By: 
Name: Bill Rooney
Title: Chief Financial Officer

DOCUPHASE, LLC, as Grantor

By: 
Name: Bill Rooney
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007863 FRAME: 0214

CRESTLINE DIRECT FINANCE, L.P.,
as the Collateral Agent

By: Crestline Direct Finance (GP), L.L.C., its
general partner

By: Crestline Investors, Inc., its manager

DocuSigned by:
Will Palmer
By: _____
Name: Will Palmer
Title: Managing Director

**SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

UNITED STATES PATENT APPLICATIONS AND REGISTRATIONS:

OWNER OF RECORD	APPLICATION TITLE	APPLICATION NO. / PATENT NO. / JURISDICTION	FILING DATE / ISSUE DATE	STATUS
iPayables, Inc.	SYSTEM AND METHOD FOR COLLECTING, ENHANCING AND DISTRIBUTING INVOICES ELECTRONICALLY VIA THE INTERNET	09/721,570 6,826,542 United States	11/22/2000 11/30/2004	Issued

**SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS:

OWNER OF RECORD	MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	STATUS
DocuPhase, LLC	DOCUPHASE	86715730 5092346 U.S.	08-05-2015 11-29-2016	Registered
DocuPhase, LLC	ISYNERGY	76496319 2885747 U.S.	02-27-2003 09-21-2004	Registered
DocuPhase, LLC	IDATIX	76496106 2833962 U.S.	02-27-2003 04-20-2004	Registered
DocuPhase, LLC	CLEARWATER PAYMENTS	86502360 4969747 U.S.	01-13-2015 05-31-2016	Registered
iPayables, Inc.	IPAYABLES	78/668,921 3,132,436 United States	07/12/2005 08/22/2006	Registered
iPayables, Inc.	INVOICEWORKS	85/383,410 4,121,304 United States	07/28/2011 04/03/2012	Registered
iPayables, Inc.	PURCHASEWORKS	86/922,952 5,058,601 United States	02/29/2016 10/11/2016	Registered
iPayables, Inc.	AUTOMATE WITH CONFIDENCE	87/684,068 5,502,259 United States	11/14/2017 06/26/2018	Registered