

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RocketDocs, Inc.		11/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ATOKA II, LP		
Street Address:	2201 Main Street		
Internal Address:	Suite 1180		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2405278	PMAPS	
Registration Number:	3644419	PROPOSALSOFTWARE THE LEADER IN PROPOSAL	
Registration Number:	4516333	PMAPS PRESENTATION PRO	
Registration Number:	4682883	SEARCHB%K FROM PROPOSAL SOFTWARE	
Registration Number:	6202290	LAUNCH. BOOST. LAND.	
Registration Number:	6202291	R ROCKETDOCS	
Registration Number:	6847459	RAPIDDOCS	
Serial Number:	90295915	LAUNCHPAD	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	68265-1		

CH \$215.00 2405278

NAME OF SUBMITTER:	Nancy Graham
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	11/11/2022
Total Attachments: 6 source=Intellectual Property Security Agreement - RocketDocs to Atoka II 4878-7416-8126 1#page1.tif source=Intellectual Property Security Agreement - RocketDocs to Atoka II 4878-7416-8126 1#page2.tif source=Intellectual Property Security Agreement - RocketDocs to Atoka II 4878-7416-8126 1#page3.tif source=Intellectual Property Security Agreement - RocketDocs to Atoka II 4878-7416-8126 1#page4.tif source=Intellectual Property Security Agreement - RocketDocs to Atoka II 4878-7416-8126 1#page5.tif source=Intellectual Property Security Agreement - RocketDocs to Atoka II 4878-7416-8126 1#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented, or otherwise modified from time to time, the "Agreement") dated as of November 1, 2022 by RocketDocs, Inc., a Delaware corporation ("Grantor"), in favor of Atoka II, LP, a Texas limited partnership ("Lender").

WITNESSETH

WHEREAS Grantor and SG Credit Partners, Inc., a Delaware corporation ("SG Credit Partners"), are parties to that certain Loan and Security Agreement dated as of March 30, 2022 (as the same may be amended, restated, supplemented or modified from time to time the "Loan Agreement") and certain related documents which evidence the loans and associated agreements which are listed on Schedule 1 attached hereto and are incorporated herein by this reference (together with the Loan Agreement, collectively referred to herein as the "Loan Documents"), and capitalized terms used herein and not otherwise defined herein shall have the meanings given in the Loan Agreement;

WHEREAS the Loan Documents have been assigned from SG Credit Partners to Lender, pursuant to that certain Non-Recourse Loan Document Sale and Assignment Agreement dated as of November 1, 2022 ("Loan Sale Assignment");

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights"), together with any reissues, continuations, or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that

Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF CALIFORNIA SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

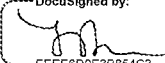
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF THE STATE OF CALIFORNIA IN THE COUNTY OF ORANGE, IN A CITY TO BE DESIGNATED BY LENDER, OR IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON-CONVENIENS, OR BASED UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.8 of the Loan Agreement.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ROCKETDOCS, INC.

DocuSigned by:

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By: _____


Name: Jason P. Pappas

Title: CEO & President

Agreed and accepted
As of the date first written above:

ASSIGNEE:
ATOKA II, LP,
A Texas limited partnership

By: Wallace Tech Incorporated
Its general partner

By: 
Name: George Robinson
Title: President

SCHEDULE 1

- (a) Patents and Patent Licenses – NONE
- (b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date/Filing Date	Registration Number/Serial Number
RocketDocs, Inc.	PMAPS, U.S.	11/21/2000	2405278
RocketDocs, Inc.	PROPOSAL SOFTWARE THE LEADER IN PROPOSAL PRODUCTIVITY SINCE 1994 and Design	06/23/2009	3644419
RocketDocs, Inc.	PMAPS PRESENTATION PRO	04/15/2014	4516333
RocketDocs, Inc.	SearchB%k FROM PROPOSAL SOFTWARE	02/03/2015	4682883
RocketDocs, Inc.	LAUNCH. BOOST. LAND	11/17/2020	6202290
RocketDocs, Inc.	R ROCKETDOCS	11/17/2020	6202291
RocketDocs, Inc.	RAPIDDOCS	9/13/2022	6847459
RocketDocs, Inc.	LAUNCHPAD	11/3/2020	90/295915

- (c) Copyrights and Copyright Licenses

Grantor	Copyright	Registration Date	Registration Number
RocketDocs, Inc.	PMAPS v5.0 source code	02/10/1999	TX0005014550

- (d) Loan Documents

All documents listed below are as amended, restated, supplemented or otherwise modified from time to time.

- Intellectual Property Security Agreement dated as of December 2, 2019, by Grantor in favor of Lender and/or its predecessor in interest SG Credit Partners: (a) filed with the US Copyright Office as No. 1-3TMHT1D and recorded at V9975D408 on December 4, 2019; and (b) filed with the US Patent and Trademark Office as No. 900525642 at REEL/FRAME 6808/0276 and recorded on December 4, 2019.
- Perfection Certificate, dated as of March 30, 2022.
- Subordination Agreement dated March 30, 2022 by and between Assignor, Borrower, CAMDEN PARTNERS V SPV, L.P., CAMDEN PARTNERS V-A SPV, L.P., CAMDEN PARTNERS V D&O SPV, L.P., ANTONSON ADVISORS, LLC, WRW SECURE TRUST, STUWAL LTD., MIWALL, LP,

MARILLA HOLDINGS LLC, QUEST COMPANY FBO PATRICK WALLACE IRA 413152, LASTPROD, LLP, and MOORINGS WAY, LLC.

4. Deposit Account Control Agreement dated as of December 2, 2019 among Assignor, Western Alliance Bank and Borrower with respect to the following account: Account #: 8179889144 (Operating).
5. Deposit Account Control Agreement dated as of December 2, 2019 among Assignor, Western Alliance Bank and Borrower with respect to the following account: Account #: 8272577003 (Money Market).
6. First Amendment to Deposit Account Control Agreement dated as of April 1, 2022 among Assignor, Western Alliance Bank and Borrower with respect to the following account: Account #: 8179889144 (Operating).
7. First Amendment to Deposit Account Control Agreement dated as of April 1, 2022 among Assignor, Western Alliance Bank and Borrower with respect to the following account: Account #: 8272577003 (Money Market).