

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bottomline Technologies Inc.		01/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Legal Spend Holdings, LLC		
Street Address:	325 Corporate Drive		
City:	Portsmouth		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3614651	LEGAL EXCHANGE	
Registration Number:	5186721	LEGAL-X	
Registration Number:	4646053	LEGAL-X	
Registration Number:	5863209	LEGAL-X	
Registration Number:	4923677	PARTNERSELECT	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312.862.3135		
Email:	barbara.siepka@kirkland.com		
Correspondent Name:	Barbara M. Siepka		
Address Line 1:	300 North LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	53169-7		
NAME OF SUBMITTER:	Barbara M. Siepka		
SIGNATURE:	/Barbara M. Siepka/		
DATE SIGNED:	01/04/2023		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of January 1, 2023 (this "Trademark Assignment"), is made and entered into by and between Bottomline Technologies Inc., a Delaware corporation ("Assignor") and Legal Spend Holdings, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are each referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Assignor, Assignee, and certain other parties are entering into that certain Master Structuring Agreement, dated as of January 1, 2023 (the "Master Structuring Agreement"); and

WHEREAS, under the terms of the Master Structuring Agreement, Assignor has transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, mutual covenants, agreements and understandings contained herein and intending to be legally bound, the Parties hereby agree as follows.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee all of Assignor's worldwide right, title and interest in and to the trademark registrations and trademark applications set forth on Schedule 1 (the "Assigned Trademarks"), together with all rights to sue or file any action and recover damages by reason of past, misappropriation, dilution or other unauthorized use of such intellectual property, with the right to sue for, and collect same, and all goodwill associated with the Assigned Trademarks.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Master Structuring Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Master Structuring Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Master Structuring Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Master Structuring Agreement and the terms hereof, the terms of the Master Structuring Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Remainder of Page Intentionally Left Blank]

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

BOTTOMLINE TECHNOLOGIES INC., as
Assignor

By 
Name: Craig Saks
Title: Chief Executive Officer

[Signature Page Trademark Assignment Agreement]

TRADEMARK
REEL: 007938 FRAME: 0024

LEGAL SPEND HOLDINGS, LLC, as
Assignee



By: _____
Name: Craig Saks
Title: Chief Executive Officer

[Signature Page Trademark Assignment Agreement]

TRADEMARK
REEL: 007938 FRAME: 0025

Schedule I

Trademark Registrations and Trademark Applications:

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Trademark Number</u>	<u>Registration Date</u>	<u>Owner</u>
ALLEGIENT SYSTEMS	Canada	Cancelled	1214501	04/23/2004	TMA650270	10/13/2005	Bottomline Technologies, Inc.
LEGAL EXCHANGE	United States	Registered	77/403,756	02/22/2008	3,614,651	05/05/2009	Bottomline Technologies, Inc.
LEGAL-X	United States	Registered	85/924,456	05/06/2013	5,186,721	04/18/2017	Bottomline Technologies, Inc.
LEGAL-X	United States	Registered	85/982,785	05/06/2013	4,646,053	11/25/2014	Bottomline Technologies, Inc.
LEGAL-X	United States	Registered	88/362,579	03/29/2019	5,863,209	09/17/2019	Bottomline Technologies, Inc.
LEGAL-X	Canada	Pending	1954468	03/29/2019	--	--	Bottomline Technologies, Inc.
LEGAL-X	United Kingdom	Registered	00003414902	07/18/2019	00003414902	02/21/2020	Bottomline Technologies, Inc.
PARTNERSELECT	United States	Registered	86/400,324	09/19/2014	4,923,677	03/22/2016	Bottomline Technologies, Inc.
PARTNERSELECT	European Union	Application Refused	013846911	03/18/2015	--	--	Bottomline Technologies, Inc.
PARTNERSELECT	Canada	Pending	1954471	03/29/2019	--	--	Bottomline Technologies, Inc.
THE ALLEGIENT SYSTEM	Canada	Cancelled	1214499	04/23/2004	TMA650269	10/13/2005	Bottomline Technologies, Inc.