

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792020

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900736406

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THEMIS SOLUTIONS INC.		12/06/2022	Corporation: CANADA
LAWKICK, INC.		12/06/2022	Corporation: DELAWARE
MYSTACKS, INC.		12/06/2022	Corporation: DELAWARE
CALENDARRULES.COM LLC		12/06/2022	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A. "TORONTO BRANCH"
Street Address:	10 South Dearborn, Floor L2, Suite IL1-0480
Internal Address:	Attention: LC Agency Team
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85896736	CLIO CLOUD PRACTICE MANAGEMENT
Serial Number:	77626275	CLIO
Serial Number:	86815930	
Serial Number:	86815926	CLIO
Serial Number:	87106122	LEXICATA
Serial Number:	90769826	EMBEDDED LEGAL SERVICES
Serial Number:	87077614	MYSTACKS
Serial Number:	87077617	LAWYAW
Serial Number:	87742464	INTEGRATED DRAFTING ENVIRONMENT
Serial Number:	87563221	CALENDARRULES

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: 3127018637
Email: ipdocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	22719204
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	03/06/2023

Total Attachments: 8

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of December 6, 2022, by and among **THEMIS SOLUTIONS INC.**, a Canadian corporation (the “Company”), **LAWKICK, INC.**, a Delaware corporation (“LawKick”), **MYSTACKS, INC.**, a Delaware corporation (“MyStacks”), **CALENDARRULES.COM LLC**, a California limited liability company (“Calendarrules” and together with the Company, LawKick, and MyStacks, each a “Grantor” and collectively, the “Grantors”) and **JPMORGAN CHASE BANK, N.A. “TORONTO BRANCH”**, in its capacity as administrative agent (together with its successors and assigns, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, the Administrative Agent, the other Loan Parties party thereto, and the Lenders party thereto, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, those certain Pledge and Security Agreements, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, each Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreements, each Grantor has agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office and the Canadian Intellectual Property Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each of the Grantors hereby pledges and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party, including without limitation, those referred to on Schedule I;
- (b) all renewals, reversions and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and
- (d) all products and proceeds (as that term is defined in the UCC and the PPSA, as applicable) of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, and any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to each Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement such Grantor is a party to, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreements, the Security Agreements shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or become entitled to the benefit of any Trademark for any renewal or extension of any existing Trademark, the provisions of this Confirmatory Grant shall automatically apply thereto. Each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify or supplement this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Confirmatory Grant may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Confirmatory Grant. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Confirmatory Grant and the transactions

contemplated hereby or thereby shall be deemed to include Electronic Signatures, 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; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

7. CHOICE OF LAW. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

8. MISCELLANEOUS. THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND THE OTHER MATTERS SET FORTH IN SECTIONS 7.17 AND 7.18 OF THE RESPECTIVE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Trademarks to be executed and delivered as of the day and year first above written.

GRANTORS:

THEMIS SOLUTIONS INC.

By: *Curt Sigfstead*
Name: Curt Sigfstead
Title: Chief Financial Officer

LAWKICK, INC.

By: *Niamh Pollak*
Name: Niamh Pollak
Title: Secretary

MYSTACKS, INC.

By: *Niamh Pollak*
Name: Niamh Pollak
Title: Secretary

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GRANTORS:

THEMIS SOLUTIONS INC.

By: _____
Name: Curt Sigfstead
Title: Chief Financial Officer

LAWKICK, INC.

By: *Niamh Pollak*
Name: Niamh Pollak
Title: Secretary

MYSTACKS, INC.

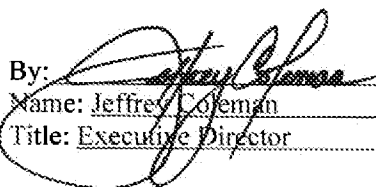
By: *Niamh Pollak*
Name: Niamh Pollak
Title: Secretary

CALENDARRULES.COM LLC

By: *Niamh Pollak*
Name: Niamh Pollak
Title: Secretary

ADMINISTRATIVE AGENT:

**JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH**



By: 
Name: Jeffrey Coleman
Title: Executive Director



[Signature page to Confirmatory Grant of Security Interest in Trademarks]

**TRADEMARK
REEL: 007992 FRAME: 0446**

SCHEDULE I
to
CONFIRMATORY GRANT

Trademarks

Application /Ser. No.	Registration No.	Mark	Jurisdiction	Owner of Record
1597233	TMA954407	CLIO CLOUD PRACTICE MANAGEMENT	Canada	Themis Solutions Inc.
1398528	TMA812223	CLIO	Canada	Themis Solutions Inc.
1737567	TMA944846	CHECKMARK logo 	Canada	Themis Solutions Inc.
1737568	TMA944845	CLIO & CHECKMARK design 	Canada	Themis Solutions Inc.
1509306	TMA831038	FIRMFEED	Canada	Themis Solutions Inc.
85896736	5268632	CLIO CLOUD PRACTICE MANAGEMENT	United States	Themis Solutions Inc.
77626275	4319280	CLIO	United States	Themis Solutions Inc.
86815930	5153768		United States	Themis Solutions Inc.

Application /Ser. No.	Registration No.	Mark	Jurisdiction	Owner of Record
		CHECKMARK logo 		
86815926	5117198	CLIO & CHECKMARK design 	United States	Themis Solutions Inc.
87106122	5175307	LEXICATA	United States	Lawkick, Inc.
90769826	–	EMBEDDED LEGAL SERVICES	United States	Mystacks, Inc.
87077614	5128784	MYSTACKS	United States	Mystacks, Inc.
87077617	5128785	LAWYAW	United States	Mystacks, Inc.
87742464	5515876	INTEGRATED DRAFTING ENVIRONMENT	United States	Mystacks, Inc.
87563221	6102453	CALENDARRULES	United States	Calendarrules.Com LLC