

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TICKMARK, INC.		05/02/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PARTNERS FOR GROWTH VI, L.P.		
Street Address:	1751 TIBURON BLVD.		
City:	TIBURON		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5619984	TAXFYLE	
Registration Number:	5045222	TAXFYLE	
CORRESPONDENCE DATA			
Fax Number:	4154657308		
<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:	4153813283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 LAGUNA RD		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
NAME OF SUBMITTER:	BENJAMIN GREENSPAN		
SIGNATURE:	/BG2/		
DATE SIGNED:	05/03/2023		
Total Attachments: 2			
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OP \$65.00 5619984

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of May 2, 2023 ("Trademark Agreement"), is between Tickmark, Inc., a Delaware corporation with its principal place of business at 2911 Grand Avenue, Suite 100A, Coconut Grove, FL 33133-6013 ("Assignor") and Partners for Growth VI L.P., 1751 Tiburon Blvd., Tiburon, California 94920 ("Assignee") pursuant to a Loan and Security Agreement and an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit I hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the Loan Documents;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

TICKMARK, INC.

By: 

Name: Richard Savina

Title: Chief Executive Officer

Assignee:

PARTNERS FOR GROWTH VI L.P.

By: 

Name: Geoffrey Allan

Title: Manager, Partners for Growth VI, LLC
Its General Partner

EXHIBIT 1

Tickmark, Inc.

Trademark Schedule

Serial Number - Registration Number	Date	Mark	Owner
US: 6,011,770	March 17, 2020	WORKLAYER	Tickmark, Inc.
UK: UK00003357141	November 29, 2018	WORKLAYER	Tickmark, Inc.
Australia: 1971948	November 28, 2018	WORKLAYER	Tickmark, Inc.
US: 5,619,984	December 4, 2018	TAXFYLE	Tickmark, Inc.
US: 5,045,222	September 20, 2016	Taxfyle Logo	Tickmark, Inc.
EU: 018013029	July 11, 2019	TAXFYLE	Tickmark, Inc.
Australia: 1971910	November 28, 2018	TAXFYLE	Tickmark, Inc.