

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELEVATE SERVICES, INC.		05/16/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5126951	ELEVATE	
Registration Number:	5184383		
Registration Number:	5194567	LEXPREDICT	
Registration Number:	5504143	LEXSEMBLE	
Registration Number:	6406955	ELEVATEFLEX	
Serial Number:	90856052	ELEVATENEXT	
CORRESPONDENCE DATA			
Fax Number:	9497254100		
<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:	9497254043		
Email:	amina@stradlinglaw.com		
Correspondent Name:	Arnold V Mina		
Address Line 1:	Stradling Yocca Carlson & Rauth		
Address Line 2:	660 Newport Center Drive, Suite 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	107618-0001		
NAME OF SUBMITTER:	Arnold V. Mina		
SIGNATURE:	/Arnold V. Mina/		
DATE SIGNED:	05/22/2023		

CH \$165.00 5126951

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 16, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of AVIDBANK (“**Bank**”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, **ELEVATE SERVICES, INC.**, a Delaware corporation (“**Elevate US**”), **ELEVATENEXT US, LLC**, an Arizona limited liability company (“**ElevateNext US**”), **ELEVATENEXT UK LIMITED**, a company incorporated under the laws of England and Wales (Company No. 04797938) (“**ElevateNext UK**”) and **ELEVATE LEGAL SERVICES UK LIMITED**, a company incorporated under the laws of England and Wales (Company No. 08484761) (“**ELS UK**” and, collectively with Elevate US, ElevateNext US and ElevateNext UK, the “**Borrowers**” and each a “**Borrower**”) and Bank have entered into a Loan and Security Agreement, dated of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to make extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Bank as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Obligations of such Grantor, hereby mortgages and pledges to the Bank, and grants to the Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

- (a) all of its Trademarks and all trademark licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any 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 thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is

filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE.** In addition, the provisions of Section 12 of the Loan Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ELEVATE SERVICES, INC., as Grantor

By: _____
Name:  Liam Brown
Title: Chairman & CEO

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Elevate Services, Inc.	ELEVATE	5,126,951	January 24, 2017
Elevate Services, Inc.	Elevate Logo	5,184,383	April 18, 2017
Elevate Services, Inc.	LexPredict	5,194,567	February 14, 2017
Elevate Services, Inc.	LexSemble	5,504,143	June 26, 2018
Elevate Services, Inc.	"ElevateFlex"	6,406,955	July 6, 2021
Elevate Services, Inc.	"ElevateNext"	90,856,052	July 29, 2021
Elevate Services, Inc.	Yerra Solutions Logo	4,558,032	July 1, 2014
Elevate Services, Inc.	"Yerra Solutions"	4,500,055	March 25, 2014