

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ontraport, Inc.		10/17/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Boathouse Capital III LP		
Street Address:	353 W. Lancaster, Suite 200		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4268707	ONTRAPORT	
CORRESPONDENCE DATA			
Fax Number:	6144625135		
<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:	614-462-1093		
Email:	barbara.bacon@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	One American Square Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	10/18/2023		
Total Attachments: 5			
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OP \$40.00 4268707

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2023, is made by **ONTRAPORT, INC.**, a California corporation (“Grantor”), in favor of **BOATHOUSE CAPITAL III LP** (“Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantor and Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lender has agreed to provide certain loans to the Grantor;

WHEREAS, the proceeds of the loans provided under the Credit Agreement will directly or indirectly benefit Grantor in connection with the operation of its business;

WHEREAS, Lender is willing to provide the loans to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor execute that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its United States registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Trademark licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Trademark licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

6. GOVERNING LAW. This Trademark Security Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[signature pages follow]

IN WITNESS WHEREOF, 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.

GRANTOR:

ONTRAPORT, INC., a California corporation

By: *Landon Ray*
Landon Ray (Oct 16, 2023 12:18 PM)

Name: Landon Ray

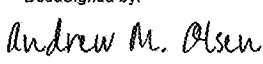
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED:

LENDER:

BOATHOUSE CAPITAL III LP, a Delaware
limited partnership

By: Boathouse Capital III GP LLC, a Delaware
limited liability company, its general partner

DocuSigned by:

By: _____
Name: Andrew M. Olsen, CFA
Title: Partner

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

REF.	TRADEMARK	SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	STATUS
1.	ONTRAPORT	85138123	September 24, 2010	4268707	January 1, 2013	LIVE