

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		01/26/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SIMPLEPRACTICE LLC		
Street Address:	2834 Colorado Avenue		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6652650	LUMINELLO	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	38123-810		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	01/26/2024		
Total Attachments: 4			
source=EngageSmart - Trademark Release 2023 Trademarks(97859526.1)#page1.tif			
source=EngageSmart - Trademark Release 2023 Trademarks(97859526.1)#page2.tif			
source=EngageSmart - Trademark Release 2023 Trademarks(97859526.1)#page3.tif			
source=EngageSmart - Trademark Release 2023 Trademarks(97859526.1)#page4.tif			

CH \$40.00 6652650

INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT

THIS INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT (this “Release”) is made as of January 26, 2024, by JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent (in such capacity, “Collateral Agent”) for the ratable benefit of the Secured Parties. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, SIMPLEPRACTICE LLC, a California limited liability company (the “Pledgor”) was party to that certain Pledge and Security Agreement dated as of September 27, 2021, and that certain Trademark Security Agreement dated as of August 29, 2023, in favor of the Collateral Agent (the “Security Agreement”), pursuant to which the Pledgor granted to the Collateral Agent a continuing security interest in and lien on the IP Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on August 30, 2023, at Reel 008182, Frame 0578;

WHEREAS, the Pledgor has requested that Collateral Agent release its security interest in and lien on the IP Collateral and reassign any and all rights in the same to the Pledgor;

WHEREAS, the Pledgor has satisfied and fulfilled all of its obligations to release Collateral Agent’s security interest in and lien on the IP Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby agrees as follows:

1. Collateral Agent, on behalf of itself and the Secured Parties, hereby fully releases, discharges, terminates and cancels any and all security interest it may have in all of the Pledgor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired (collectively, the “IP Collateral”):

- (a) all Trademarks now owned or hereafter acquired by the Pledgor, including, without limitation, the Trademarks set forth in Schedule A hereto, together with the goodwill symbolized thereby and all common-law rights related thereto;
- (b) the right to obtain all renewals thereof;
- (c) all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; and
- (d) all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

2. If and to the extent that Collateral Agent or the Secured Parties have acquired any right, title or interest in, to or under the IP Collateral, Collateral Agent, on behalf of itself and the Secured Parties, hereby reassigns, grants and conveys to the Pledgor, without any representation, recourse, warranty or undertaking by Collateral Agent, any and all of Collateral Agent’s right, title and interest in

and to the IP Collateral and hereby terminates the Security Agreement and any right, title, and interest of Collateral Agent or the Secured Parties in and to the IP Collateral shall hereby cease and become void. The Collateral Agent, on behalf of itself and the Secured Parties, hereby authorizes the Commissioner for Trademarks to record and register this Release.

3. This Release may be executed in any number of counterparts and by different parties in separate counterparts, 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. Delivery of an executed counterpart of a signature page to this Release by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Release. The words “execution,” “signed,” “signature,” and words of like import in this Release, any document delivered pursuant hereto, or any amendment or other modification hereof or thereof shall be deemed to include electronic signatures 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 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, and any other similar state laws based on the Uniform Electronic Transactions Act.

4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: Myles Upchurch
Name: Myles Upchurch
Title: Authorized Credit Officer

Schedule A

Trademarks

Trademark	Reg. #	Appl. #	Owner
Word mark for "Luminello"	6652650	90602586	SimplePractice, LLC