

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Invoice Cloud, Inc.		01/26/2024	Corporation: DELAWARE
Global Cloud, Ltd.		01/26/2024	Limited Liability Company: OHIO
SimplePractice LLC		01/26/2024	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4447027	FUNDRAISING MOTIVATION ENGINE	
Registration Number:	5562769	YOUR MISSION IS OUR MISSION	
Registration Number:	5023336	SIMPLE PRACTICE	
Registration Number:	6652650	LUMINELLO	
Registration Number:	6701207	SIMPLESUMMIT	
Registration Number:	6869271	MEET MONARCH	
Registration Number:	6869270	MONARCH BY SIMPLE PRACTICE	
Registration Number:	7069095	MONARCH	
Registration Number:	3665787	DONORDRIVE	
Registration Number:	4166013	INVOICE CLOUD	
Registration Number:	4205405	SIMPLEPRACTICE	
Serial Number:	97889548	INVOICECLOUD	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

TRADEMARK

900831457

REEL: 008329 FRAME: 0761

CH \$315.00 4447027

Phone: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1150177-0038-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 01/26/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of January 26, 2024 (this “Trademark Security Agreement”), is made by each signatory hereto listed under “Pledgors” (each a “Pledgor” and collectively, the “Pledgors”), in favor of Golub Capital Markets LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of January 26, 2024 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Icefall Parent, Inc., a Delaware corporation (the “Borrower”), Icefall Holdco, LLC, a Delaware limited liability company (“Holdings”), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing and (ii) goodwill associated therewith; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 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 facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

PLEDGORS:

GLOBAL CLOUD, LTD.,
an Ohio limited liability company

By: Robert P. Bennett
Name: Robert P. Bennett
Title: President

INVOICE CLOUD, INC.,
a Delaware corporation

By: Robert P. Bennett
Name: Robert P. Bennett
Title: President

SIMPLEPRACTICE LLC,
a California limited liability company

By: Robert P. Bennett
Name: Robert P. Bennett
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008329 FRAME: 0765

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: 

Name: Robert G. Tuhscherer

Title: Senior Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Global Cloud, Ltd.	FUNDRAISING MOTIVATION ENGINE	4447027
Global Cloud, Ltd.	YOUR MISSION IS OUR MISSION	5562769
simplepractice llc	SIMPLE PRACTICE	5023336
simplepractice llc	LUMINELLO	6652650
simplepractice llc	SIMPLE SUMMIT	6701207
simplepractice llc	MEET MONARCH	6869271
simplepractice llc	MONARCH BY SIMPLE PRACTICE	6869270
simplepractice llc	MONARCH	7069095
Global Cloud, Ltd.	DONORDRIVE	3665787
Invoice Cloud, Inc.	INVOICE CLOUD	4166013
simplepractice llc	SIMPLEPRACTICE	4205405

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
Invoice Cloud, Inc.	INVOICECLOUD	97889548