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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM871714

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:	ENGAGESMART, INC.
Street Address:	30 Braintree Hill Office Park
Internal Address:	Suite 101
City:	Braintree
State/Country:	MASSACHUSETTS
Postal Code:	02184
Entity Type:	Corporation: DELAWARE
Name:	SIMPLEPRACTICE LLC
Street Address:	2834 Colorado Avenue
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	GLOBAL CLOUD, LTD.
Street Address:	120 E. Eighth Street
Internal Address:	Suite 501
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	Limited Liability Company: OHIO
Name:	IVR TECHNOLOGY GROUP, LLC
Street Address:	65 Lawrence Bell Drive
City:	Williamsville
State/Country:	NEW YORK
Postal Code:	14221
Entity Type:	Limited Liability Company: DELAWARE
Name:	INVOICE CLOUD, INC.

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Street Address:	30 Braintree Hill Office Park
Internal Address:	Suite 303
City:	Braintree
State/Country:	MASSACHUSETTS
Postal Code:	02184
Entity Type:	Corporation: DELAWARE
Name:	IMAGEVISION.NET, LLC
Street Address:	5010 RITTER ROAD
Internal Address:	Suite 101
City:	Mechanicsburg
State/Country:	PENNSYLVANIA
Postal Code:	17055
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5562769	YOUR MISSION IS OUR MISSION
Registration Number:	2566720	GLOBAL CLOUD
Registration Number:	3665787	DONORDRIVE
Registration Number:	4447027	FUNDRAISING MOTIVATION ENGINE
Registration Number:	4166013	INVOICE CLOUD
Registration Number:	2412006	CENTRABASE
Registration Number:	2279963	SMARTGEO
Registration Number:	5023336	SIMPLE PRACTICE
Registration Number:	4205405	SIMPLEPRACTICE
Registration Number:	5004822	HEALTHFE
Registration Number:	5548480	HEALTHPAY24
Registration Number:	3174566	HEALTHPAY
Registration Number:	2782995	HEALTHPAY 24
Serial Number:	90782212	SIMPLESUMMIT
Serial Number:	90791018	MEET MONARCH
Serial Number:	90791014	MONARCH BY SIMPLE PRACTICE

CORRESPONDENCE DATA

Fax Number: 4154391500

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.

Email: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

Address Line 2: 555 California Street, Suite 2700

TRADEMARK

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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: 5		

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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, ENGAGESMART, INC., SIMPLEPRACTICE LLC, GLOBAL CLOUD, LTD., IVR TECHNOLOGY GROUP, LLC, INVOICE CLOUD, INC., and IMAGEVISION.NET, LLC (each a "Pledgor" and, collectively, the "Pledgors") were party to that certain Pledge and Security Agreement dated as of September 27, 2021, and that certain Trademark Security Agreement dated as of September 27, 2021 in favor of the Collateral Agent (the "Security Agreement"), pursuant to which each 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 September 28, 2021, at Reel 007434, Frame 0537;

WHEREAS, each 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 such Pledgor;

WHEREAS, each 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 each 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 <u>Schedule A</u> 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

Intellectual Property Release and Reassignment

Parties, hereby reassigns, grants and conveys to each 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. <u>GOVERNING LAW</u>. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH. THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

Intellectual Property Release and Reassignment

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

Myles Upchurch
Myles Upchurch By:

Name:

Authorized Credit Officer Title:

SCHEDULE A

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Global Cloud, Ltd.	5562769	YOUR MISSION IS OUR MISSION
Global Cloud, Ltd.	2566720	GLOBAL CLOUD
Global Cloud, Ltd.	3665787	DONORDRIVE
Global Cloud, Ltd.	4447027	FUNDRAISING MOTIVATION ENGINE
Invoice Cloud, Inc.	4166013	INVOICE CLOUD
IVR Technology Group, LLC	2412006	CENTRABASE Design
		Conton & ASE
IVR Technology Group, LLC	2279963	SMARTGEO Design
		SmarrGEO
simplepractice LLC	5023336	SIMPLE PRACTICE
simplepractice LLC	4205405	SIMPLEPRACTICE
ImageVision.Net, LLC	5004822	HEALTHFE
ImageVision.Net, LLC	5548480	HEALTHPAY24
ImageVision.Net, LLC	3174566	HEALTHPAY
ImageVision.Net, LLC	2782995	HEALTHPAY 24

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NUMBER	TRADEMARK
simplepractice LLC	90782212	SIMPLESUMMIT
simplepractice LLC	90791018	MEET MONARCH
simplepractice LLC	90791014	MONARCH BY SIMPLE

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	PRACTICE

RECORDED: 01/26/2024

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