

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI10178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOCUPHASE, LLC		02/06/2024	Limited Liability Company: DELAWARE
IPAYABLES, INC.		02/06/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	AB PRIVATE CREDIT INVESTORS LLC, in its capacity as collateral agent		
Street Address:	1345 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5502259	AUTOMATE WITH CONFIDENCE	
Registration Number:	4969747	CLEARWATER PAYMENTS	
Registration Number:	5092346	DOCUPHASE	
Registration Number:	2833962	IDATIX	
Registration Number:	4121304	INVOICEWORKS	
Registration Number:	3132436	IPAYABLES	
Registration Number:	2885747	ISYNERGY	
Registration Number:	5058601	PURCHASEWORKS	
Serial Number:	98296921	DOCUPHASE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	ypan@proskauer.com,JBretschneider@proskauer.com		
Correspondent Name:	Joseph Bretschneider		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		

CH \$240.00.00 87684068

Address Line 4:	New York, NEW YORK 10036-8299
ATTORNEY DOCKET NUMBER:	17813-055
NAME OF SUBMITTER:	Yuming Pan
SIGNATURE:	Yuming Pan
DATE SIGNED:	02/07/2024
Total Attachments: 5 source=Dorado - Trademark Security Agreement Executed#page1.tif source=Dorado - Trademark Security Agreement Executed#page2.tif source=Dorado - Trademark Security Agreement Executed#page3.tif source=Dorado - Trademark Security Agreement Executed#page4.tif source=Dorado - Trademark Security Agreement Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2024 (this “**Agreement**”) by **DOCUPHASE, LLC**, a Delaware limited liability company (“**DocuPhase**”) and **IPAYABLES, INC.**, a Delaware corporation (together with DocuPhase, each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, in its capacity as collateral agent (the “**Collateral Agent**”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **DORADO BUYER LLC**, a Delaware limited liability company (the “**Borrower**”), **DORADO INTERMEDIATE HOLDINGS LLC**, a Delaware limited liability company (“**Holdings**”), their respective Subsidiaries party thereto from time to time, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **AB PRIVATE CREDIT INVESTORS LLC**, as Administrative Agent and Collateral Agent;

WHEREAS, the Lenders are willing to make the Loans and certain financial accommodations to the Borrower as provided for in the Credit Agreement, upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”) by and among the Borrower, Holdings, each of the other Grantors party thereto and the Collateral Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this 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, the Grantors hereby agree 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. The Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of the Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks including those referred to on Schedule I hereto and Trademark Licenses to which each Grantor is a party but excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege

Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law and solely to the extent that the grant of a security interest therein would not breach or invalidate any Trademark License, as further provided in the Security Agreement;

(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 each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantors 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.
4. RECORDATION. Each Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or authority record this Agreement.
5. COUNTERPARTS. This Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

[Remainder of Page Intentionally Left Blank]

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

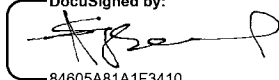
DOCUPHASE, LLC

DocuSigned by:
By: Bill Rooney
2138F241A8A94B7...
Name: Bill Rooney
Title: Chief Financial Officer

IPAYABLES, INC.

DocuSigned by:
By: Bill Rooney
2138F241A8A94B7...
Name: Bill Rooney
Title: Chief Financial Officer

AB PRIVATE CREDIT INVESTORS LLC,
as the Collateral Agent and the Administrative Agent

DocuSigned by:

By: 84605A81A1E3410
Name: Shishir Agrawal
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008339 FRAME: 0455

Schedule I

Trademarks

Mark	Jurisdiction	App. No. / App. Date	Reg. No. / Reg. Date	Owner of Record
AUTOMATE WITH CONFIDENCE	US	87684068 / Nov. 14, 2017	5502259 / Jun. 26, 2018	IPAYABLES, INC.
CLEARWATER PAYMENTS	US	86502360 / Jan. 13, 2015	4969747 / May 31, 2016	DOCUPHASE, LLC
DOCUPHASE	US	86715730 / Aug. 05, 2015	5092346 / Nov. 29, 2016	DOCUPHASE, LLC
DOCUPHASE	US	98296921 / Dec. 04, 2023	Pending	DOCUPHASE, LLC
IDATIX	US	76496106 / Feb. 27, 2003	2833962 / Apr. 20, 2004	DOCUPHASE, LLC
INVOICEWORKS	US	85383410 / Jul. 28, 2011	4121304 / Apr. 03, 2012	IPAYABLES, INC.
IPAYABLES	US	78668921 / Jul. 12, 2005	3132436 / Aug. 22, 2006	IPAYABLES, INC.
ISYNERGY	US	76496319 / Feb. 27, 2003	2885747 / Sep. 21, 2004	DOCUPHASE, LLC
PURCHASEWORKS	US	86922952 / Feb. 29, 2016	5058601 / Oct. 11, 2016	IPAYABLES, INC.