

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2NDSITE INC.		07/20/2017	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4229804	FOCUS ON YOUR WORK, NOT YOUR PAPERWORK	
Registration Number:	3637699	FRESHBOOKS	
Registration Number:	4820391	FRESHBOOKS CLOUD ACCOUNTING	
Registration Number:	4820392	FRESHBOOKS CLOUD ACCOUNTING	
Registration Number:	4116964	FRESHBOOKS PAINLESS BILLING	
Registration Number:	4116965		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F171482		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		

OP \$165.00 4229804

DATE SIGNED:

07/21/2017

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 20, 2017 by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and 2NDSITE INC., an Ontario corporation with its principal place of business located at 1655 Dupont Street, Suite 250, Toronto, Ontario, M6P 3T1, Canada ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in (a) that certain Loan and Security Agreement by and among Grantor, 1924345 Ontario Inc. (collectively, the "Borrower) and Bank dated as of November 17, 2015, as amended by that certain First Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the "Senior Loan Agreement") and (b) that certain Mezzanine Loan and Security Agreement by and between Bank and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Mezzanine Loan Agreement" and collectively with the Senior Loan Agreement, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret,

now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, the Canadian Intellectual Property Office and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a

duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

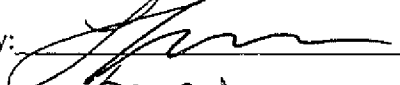
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the first date written above.

GRANTOR:

2NDSITE INC.

By: 

Title: Secretary

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the first date written above.

GRANTOR:

2NDSITE INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: Chapman

Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

Description


Registration/
Application
Number

Registration/
Application
Date

SEE ATTACHED






**2ndSite Inc.
Trademark Status Report**

July 10, 2017

No.	Trademark	Country	Application No./ Application Date Registration No./ Registration Date	Status
1.	FRESHBOOKS	Australia	1244814 June 5, 2008 1244814 June 5, 2008	Registered. To Be Renewed on June 05, 2018.
2.	FRESHBOOKS CLOUD ACCOUNTING	Australia	1551893 April 16, 2013 1551893 April 16, 2013	Registered. To Be Renewed on April 16, 2023.
3.	FRESHBOOKS CLOUD ACCOUNTING & Design 	Australia	1551890 April 16, 2013 1551890 April 16, 2013	Registered. To Be Renewed on April 16, 2023.
4.	FRESHBOOKS	Brazil	840011440 January 30, 2012 840011440 April 29, 2015	Registered. To be renewed by May 19, 2025.
5.	FOCUS ON YOUR WORK, NOT YOUR PAPERWORK	Canada	1,532,247 June 17, 2011 TMA829,461 August 8, 2012	Registered. To be renewed by August 08, 2027.
6.	FRESHBOOKS	Canada	1,378,779 January 11, 2008 TMA756,804 January 11, 2010	Registered. To be renewed by January 11, 2025.


**2ndSite Inc.
Trademark Status Report**

July 10, 2017

No.	Trademark	Country	Application No./ Application Date Registration No./ Registration Date	Status
7.	FRESHBOOKS CLASSIC & Design 	Canada	1,838,486 May 18, 2017 —	Pending. Application awaiting examination. Foreign priority application must be filed by Nov. 18, 2017.
8.	FRESHBOOKS CLOUD ACCOUNTING	Canada	1,587,014 July 20, 2012 TMA891,498 December 3, 2014	Registered. To be renewed by December 03, 2029.
9.	FRESHBOOKS CLOUD ACCOUNTING & Design 	Canada	1,587,136 July 20, 2012 TMA891,497 December 3, 2014	Registered. To be renewed by December 03, 2029.
10.	FRESHBOOKS PAINLESS BILLING & Design 	Canada	1,378,780 January 11, 2008 TMA756,587 January 7, 2010	Registered. To be renewed by January 07, 2025.
11.	FRESHBOOKS PAINLESS BILLING & Design (2) 	Canada	1,493,297 August 23, 2010 TMA803,154 July 28, 2011	Registered. To be renewed by July 28, 2026
12.	LEAF & Design 	Canada	1,493,298 August 23, 2010 TMA803,153 July 28, 2011	Registered. To be renewed by July 28, 2026.

**2ndSite Inc.
Trademark Status Report**

July 10, 2017

No.	Trademark	Country	Application No./ Application Date Registration No./ Registration Date	Status
13.	UNACCOUNTING	Canada	1,378,784 January 11, 2008 TMA735,621 March 3, 2009	Registered. To be renewed by March 03, 2024.
14.	WE'RE IN YOUR CORNER	Canada	1,596,391 September 28, 2012 TMA891,137 November 27, 2014	Registered. To be renewed by November 27, 2029.
15.	FRESHBOOKS	EUIPO	006979702 June 11, 2008 006979702 April 3, 2009	Registered. To Be Renewed on June 11, 2018.
16.	FRESHBOOKS CLOUD ACCOUNTING	EUIPO	011740636 April 15, 2013 011740636 October 15, 2013	Registered. To Be Renewed on April 15, 2023.
17.	FRESHBOOKS CLOUD ACCOUNTING & Design 	EUIPO	011742053 April 16, 2013 011742053 October 15, 2013	Registered. To Be Renewed on April 16, 2023.
18.	FRESHBOOKS	New Zealand	855208 January 17, 2012 855208 January 17, 2012	Registered. To Be Renewed on January 17, 2022.
19.	FRESHBOOKS	South Africa	2012/01051 January 17, 2012 2012/01051 January 17, 2012	Registered. To Be Renewed on January 17, 2022.

**2ndSite Inc.
Trademark Status Report**

July 10, 2017




No.	Trademark	Country	Application No./ Application Date Registration No./ Registration Date	Status
20.	FOCUS ON YOUR WORK, NOT YOUR PAPERWORK	United States	85/571,471 March 16, 2012 4,229,804 October 23, 2012	Registered. To Be Renewed on October 23, 2022. Section 8/15 Affidavit of Use due to be filed on October 23, 2018.
21.	FRESHBOOKS	United States	77/459,746 April 28, 2008 3,637,699 June 16, 2009	Registered. To be renewed by June, 16 2019.
22.	FRESHBOOKS CLOUD ACCOUNTING	United States	85/693,289 August 2, 2012 4,820,391 September 29, 2015	Registered. To Be Renewed on September 29, 2025. Section 8/15 Affidavit of Use due to be filed on September 29, 2021.
23.	FRESHBOOKS CLOUD ACCOUNTING & Design 	United States	85/693,295 August 2, 2012 4,820,392 September 29, 2015	Registered. To Be Renewed on September 29, 2025. Section 8/15 Affidavit of Use due to be filed on September 29, 2021.
24.	FRESHBOOKS PAINLESS BILLING & Design 	United States	85/144,923 October 5, 2010 4,116,964 March 27, 2012	Registered. To Be Renewed on March 27, 2022. Section 8/15 Affidavit of Use due to be filed on March 27, 2018
25.	Leaf & Design 	United States	85/144,928 October 5, 2010 4,116,965 March 27, 2012	Registered. To Be Renewed on March 27, 2022. Section 8/15 Affidavit of Use due to be filed on March 27, 2018

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

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