

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIGHTER VISION WEB SOLUTIONS, INC.		10/14/2020	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS COLLATERAL AGENT		
Street Address:	225 W. WASHINGTON STREET		
Internal Address:	9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5951867	SOCIALGENIE	
Registration Number:	5768374	BRIGHTER VISION	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212)455-2055		
Email:	ksolomon@stblaw.com		
Correspondent Name:	KATE MIRINO, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	003727/0001		
NAME OF SUBMITTER:	KATE MIRINO		
SIGNATURE:	/KM/		
DATE SIGNED:	10/15/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of October 14, 2020 (this “Agreement”), between the grantor listed on the signature page hereto (the “Grantor”) and CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of August 23, 2019 (as amended by the First Incremental Facility Amendment, dated as of September 23, 2020, and as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PAYSIMPLE INTERMEDIATE, INC., a Delaware corporation (“Holdings”), PAYSIMPLE, INC., a Delaware corporation (the “Borrower”), the Lenders party thereto, KKR Loan Administration Services LLC, as Administrative Agent and Cortland Capital Market Services LLC, as Collateral Agent; (b) the Collateral Agreement dated as of August 23, 2019 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the other grantors from time to time party thereto and the Collateral Agent and (c) the Supplement No. 2 dated as of October 14, 2020 (the “Supplement”), whereby the grantor listed on the signature page hereto became a Grantor under the Collateral Agreement with the same force and effect as if originally named therein as a Grantor. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Secured Parties to make extensions of credit and as consideration for such extensions of credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BRIGHTER VISION WEB SOLUTIONS, INC.

By: 
Name: Marc Thompson
Title: Chief Financial Officer

CORTLAND CAPITAL MARKET
SERVICES LLC, as Collateral Agent

By: 

Name:
Title: Matthew Trybul's
Associate Counsel

Trademark Registrations and Trademark Applications

Trademark	Owner	Registration Number	Issue Date / Filed Date
SocialGenie	Brighter Vision Web Solutions, Inc.	5,951,867	December 31, 2019
Brighter Vision	Brighter Vision Web Solutions, Inc.	5,768,374	June 4, 2019