

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nifty Marketing LLC		08/01/2022	Limited Liability Company: DELAWARE
CPASITESOLUTIONS, INC.		08/01/2022	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as the Administrative Agent		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	94052		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3605101	WEB BUILDER CS	
Serial Number:	90518266	NIFTYPEST	
Serial Number:	90518286	NIFTYLAW	
Serial Number:	90518293	NIFTY MARKETING	
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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1757864 TM		
NAME OF SUBMITTER:	Carolina Becerra		
SIGNATURE:	/Carolina Becerra/		
DATE SIGNED:	08/03/2022		

OP \$115.00 3605101

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 1, 2022 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of October 24, 2019, as amended by that certain First Amendment and Consent to Credit Agreement dated as of November 12, 2020, as amended by that certain Second Amendment and Consent to Credit Agreement dated as of July 23, 2021, and as further amended by that certain Third Amendment to Credit Agreement and Consent dated as of the date hereof, by and among, among others, **PROSITES PARENT, LLC**, a Delaware limited liability company (“*Holdings*”), **PROSITES INVESTORS, LLC**, a Delaware limited liability company (the “*Borrower*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), **SILICON VALLEY BANK**, as the Issuing Lender and the Swingline Lender, and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent and the Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and the Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other 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 its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Trademarks listed on Exhibit C

hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, and excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

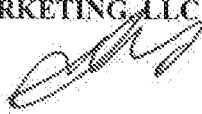
THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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

GRANTORS:

NIFTY MARKETING, LLC

By:  _____

Name: Liezl Wakeling

Title: Chief Financial Officer

CPASITESOLUTIONS, INC.

By:  _____

Name: Liezl Wakeling

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007800 FRAME: 0171

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,
as the Administrative Agent

By:  _____

Name: Henry Wang

Title: Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007800 FRAME: 0172

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents

None.

Pending Patent Applications

None.

EXHIBIT C

TRADEMARKS

Registered Trademarks

<u>Loan Party</u>	<u>Mark/Name</u>	<u>Status/Key Dates</u>	<u>App. No./ Reg. No.</u>	<u>Jurisdiction</u>
CPASiteSolutions, Inc.	WEB BUILDER CS	Registration Date: 04/14/2009	Reg. No.: 3605101	United States

Pending Trademark Applications

<u>Loan Party</u>	<u>Mark/Name</u>	<u>Status/Key Dates</u>	<u>App. No./ Reg. No.</u>	<u>Jurisdiction</u>
Nifty Marketing, LLC	NIFTYPEST	Filing Date: February 8, 2021	SN: 90518266	United States
Nifty Marketing, LLC	NIFTYLAW	Filing Date: February 8, 2021	SN: 90518286	United States
Nifty Marketing, LLC	NIFTY MARKETING	Filing Date: February 8, 2021	SN: 90518293	United States

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