

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6732900

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ADPAY, INC.	05/27/2021
RECEIVING PARTY DATA	
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT
Street Address:	227 WEST MONROE STREET, SUITE 5400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10866228
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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:	312-577-8438
Email:	raquel.haleem@katten.com
Correspondent Name:	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	386409-00043
NAME OF SUBMITTER:	RAQUEL HALEEM
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	05/27/2021
Total Attachments: 5	
source=Adpay - Patent Security Agreement EXECUTED#page1.tif	
source=Adpay - Patent Security Agreement EXECUTED#page2.tif	
source=Adpay - Patent Security Agreement EXECUTED#page3.tif	
source=Adpay - Patent Security Agreement EXECUTED#page4.tif	
source=Adpay - Patent Security Agreement EXECUTED#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”) made as of May 27, 2021, by **ADPAY, INC.**, a Delaware corporation (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of March 20, 2017, by and among Lotus Bidco Merger Sub Corporation, a Delaware corporation (together with Legacy.com Inc., a Delaware corporation, from and after the consummation of the Closing Date Acquisition and the Closing Date Assumption, and together with each other Person who becomes a borrower by execution of a joinder agreement, collectively, the “**Borrowers**”), Agent and the Lenders from time to time party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of March 20, 2017, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Guarantee and Collateral Agreement), to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Grantee as follows:

1. Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Patent listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Patent; and

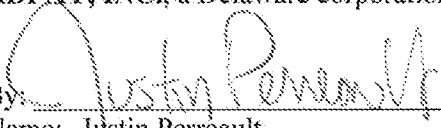
(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Patent, or (ii) injury to the goodwill associated with each such Patent.

3. Governing Law. This Agreement is made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

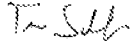
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ADPAY, INC., a Delaware corporation

By: 
Name: Justin Perreault
Title: President

Agreed and accepted as of
the date first written above:

MADISON CAPITAL FUNDING LLC, as
Agent



By: _____

Name: Tim Schuessler

Title: Vice President

SCHEDULE A

Description	Application No.	Application Date	Registration No.	Registration Date
Facilitating the sale of ad items via the internet	10866228	6/10/04	7191147	3/13/07