

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOTARIZE, INC.		09/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	88507855	TRUST IN EVERY TRANSACTION	
Serial Number:	88507859	TRUST, ON DEMAND	
Serial Number:	97235035	NOTARIZE	
Serial Number:	97235314	N	
Serial Number:	97310481	QUICK STAMP	
Serial Number:	97310520	THE STAMP	
Serial Number:	97370557	CHILLAX	
Serial Number:	97370576	OPERATION CHILLAX	
Serial Number:	97370540	OPERATION CHILLAX	
Serial Number:	97370520	CHILLAX	
Serial Number:	97370138	KNOWLEDGE@NOTARIZE	
Serial Number:	90175350	FUELED BY NOTARIZE	
Registration Number:	5107393	PROOF.COM	
Registration Number:	5415381	PROOF ENGINE	
Registration Number:	5443795	N	
Registration Number:	5453999	N NOTARIZE NOTARIZE NOTARIZE	
Registration Number:	5453998	N NOTARIZE	
Registration Number:	5617785	N	
Registration Number:	6310840	TRUST IN EVERY TRANSACTION	

OP \$540.00 88507855

Property Type	Number	Word Mark
Registration Number:	6603736	TRUST, ON DEMAND
Serial Number:	97114018	REWIRED

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1793058
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	09/28/2022

Total Attachments: 9

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of September 27, 2022, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and NOTARIZE, INC., a Delaware corporation (“Grantor”). This Agreement amends, restates, and supersedes in its entirety that certain Intellectual Property Security Agreement, dated as of November 24, 2020 (as amended, restated, supplemented, or otherwise modified prior to the date hereof, the “Existing Agreement”), by and between Borrower and Lender.

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (collectively, the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Amended and Restated Credit Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein are used as defined in the Credit Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Lender and the Loan Parties, Grantor hereunder has granted to Lender 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 its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender 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 or 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”);

(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, or Trademarks, 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, or Patents; 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. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender 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 Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security 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 State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Notwithstanding anything to the contrary contained in this Agreement, Lender shall not perfect its security interests hereunder in any jurisdiction outside of the United States.

8. Amendment and Restatement. This Agreement amends and restates in its entirety the Existing Agreement; provided, however, that the execution and delivery of this Agreement shall not effect a novation of the Existing Agreement but shall be, to the fullest extent applicable, a modification, renewal, confirmation and extension of the Existing Agreement.

9. **CONSENT TO JURISDICTION.** GRANTOR HEREBY IRREVOCABLY AND CONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS RELATING HERETO, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY (AND ANY SUCH CLAIMS, CROSS-CLAIMS OR THIRD PARTY CLAIMS BROUGHT AGAINST LENDER OR ANY OF ITS RELATED PARTIES MAY ONLY) BE HEARD AND DETERMINED IN ANY SUCH STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST GRANTOR OR ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

10. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Signatures included on the following page]

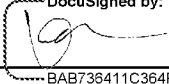
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

745 Boylston Street
Boston, MA 02116

GRANTOR:

NOTARIZE, INC.

By:  _____
BAB735411C364F0...

Name: Kartik Ramachandran

Title: Chief Financial Officer and Treasurer

Address:

MM Technology Banking
383 Madison Avenue, 22nd Floor
New York, NY 10017
Attention: Lauren Shake

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

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.

GRANTOR:

Address:

745 Boylston Street
Boston, MA 02116

NOTARIZE, INC.

By: _____

Name:

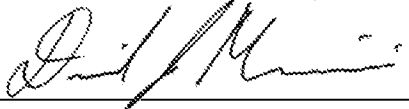
Title:

LENDER:

Address:

MM Technology Banking
383 Madison Avenue, 22nd Floor
New York, NY 10017
Attention: Lauren Shake

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Daniel Maniaci

Title: Executive Director

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
The Complete Guide to Remote Online Notarization	TXu002138556	02/22/2019

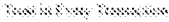
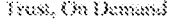



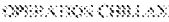



EXHIBIT B


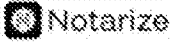

Patents

COUNTRY	APPLICATION NO./PATENT NUMBER	FILING DATE/ISSUE DATE	TITLE
United States	10410005	10-Sep-2019	SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION
United States	16/168,213	23-Oct-2018	SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY
United States	15/886,125	01-Feb-2018	SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS
United States	16/519,361	23-Jul-2019	SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION
United States	63/272846 (provisional application)	28-Oct-2021	SYSTEMS AND METHODS FOR REMOTE CONCURRENT SIGNING
United States	63/307573 (provisional application)	07-Feb-2022	SYSTEMS AND METHODS FOR ROUTING TRANSACTIONS

EXHIBIT C

Trademarks

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date
United States		88507855	07/10/2019		
United States		88507859	07/10/2019		
United States		97235035	01/24/2022		
United States		97235314	01/24/2022		
United States	QUICK STAMP	97310481	03/14/2022		
United States	THE STAMP	97310520	03/14/2022		
United States	CHILLAX	97370557	04/19/2022		
United States		97370576	04/19/2022		
United States		97370540	04/19/2022		
United States	CHILLAX	97370520	04/19/2022		
United States		97370138	04/19/2022		
United States		90175350	09/11/2020		
United States	PROOF.COM	86560072	03/11/2015	5107393	12/27/2016
United States	proof engine	87085404	06/27/2016	5415381	03/06/2018
United States		86872812	01/12/2016	5443795	04/10/2018

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date
United States		86872844	01/12/2016	5453999	04/24/2018
United States	 Notarize	86872806	01/12/2016	5453998	04/24/2018
United States		86872821	01/12/2016	5617785	11/27/2018
United States	Trust in Every Transaction	88980319	07/10/2019	6310840	03/30/2021
United States	Trust. On Demand	88982394	07/10/2019	6603736	12/28/2021
United States	REWIRED	97114018	11/08/2021		