

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404335

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEGALZOOM.COM, INC.		11/02/2016	Corporation: DELAWARE
CREATINGWILL.COM, LLC		11/02/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3961618	CREATINGWILL.COM	
Registration Number:	3961617	CREATINGWILL.COM	
Registration Number:	3608302	WE PUT THE LAW ON YOUR SIDE	
Registration Number:	3569400	LEGALZOOM.COM	
Registration Number:	3748170	LEGALZOOM.COM	
Registration Number:	3929722	LZ FINANCIAL SERVICES	
Registration Number:	2540549	LEGALZOOM	
Registration Number:	3158314	LEGALZIP	
Registration Number:	3210728	LEGALZOOM	
Registration Number:	3210861	LEGALZOOM	
Registration Number:	3211009	LEGALZOOM	
Registration Number:	4002425	START YOUR BUSINESS. PROTECT YOUR FAMILY	
Serial Number:	86444575	PROXILAW	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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>			

OP \$340.00 3961618

Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	crs1-41440
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	11/02/2016

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT dated as of November 2, 2016 (this "Agreement"), among LegalZoom.com, Inc. (the "Borrower"), Creatingwill.com, Inc. (along with the Borrower, the "Grantors" and each a "Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Loan Parties party thereto, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors identified therein and JPMCB, as Administrative Agent. 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 obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Creatingwill.com, Inc. is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Security Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any

political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II;

(b) all goodwill associated therewith or symbolized thereby; and

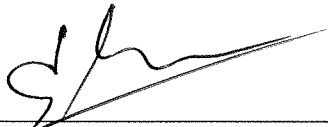
(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security 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 counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

LEGALZOOM.COM, INC.

By: 
Name: Peter Oey
Title: Chief Financial Officer

CREATINGWILL.COM, LLC



By: _____

Name: Peter Oey

Title: Chief Financial Officer

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

LEGALZOOM.COM, INC.

by

Name:
Title:

CREATINGWILL.COM, LLC

by

Name:
Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by

Kris Nance
Name: Kris Nance
Title: Vice President

[Signature Page to the Short Form Trademark Security Agreement]

[[3622880]]

TRADEMARK
REEL: 005913.FRAME: 0924

SCHEDULE I

Trademarks/Trade Names Owned by Grantors

U.S. Trademark Registrations

<u>Grantor</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
CreatingWill.com, LLC	85131624	3961618	05/17/2011	09/16/2010	CreatingWill.com, LLC	CREATINGWILL.COM
CreatingWill.com, LLC	85131622	3961617	05/17/2011	09/16/2010	CreatingWill.com, LLC	
LegalZoom.com, Inc.	77427654	3608302	04/21/2009	03/20/2008	LegalZoom.com, Inc.	WE PUT THE LAW ON YOUR SIDE
LegalZoom.com, Inc.	77471025	3569400	02/03/2009	05/09/2008	LegalZoom.com, Inc.	LEGALZOOM.COM
LegalZoom.com, Inc.	77476052	3748170	02/16/2010	05/15/2008	LegalZoom.com, Inc.	
LegalZoom.com, Inc.	77880345	3929722	03/08/2011	11/24/2009	LegalZoom.com, Inc.	LZ FINANCIAL SERVICES
LegalZoom.com, Inc.	78028358	2540549	02/19/2002	09/29/2000	LegalZoom.com, Inc.	
LegalZoom.com, Inc.	78758292	3158314	10/17/2006	11/21/2005	LegalZoom.com, Inc.	LEGALZIP
LegalZoom.com, Inc.	78758303	3210728	02/20/2007	11/21/2005	LegalZoom.com, Inc.	LEGALZOOM
LegalZoom.com, Inc.	78807067	3210861	02/20/2007	02/03/2006	LegalZoom.com, Inc.	LEGALZOOM
LegalZoom.com, Inc.	78850586	3211009	02/20/2007	03/30/2006	LegalZoom.com, Inc.	LEGALZOOM
LegalZoom.com, Inc.	85203827	4002425	07/26/2011	12/22/2010	LegalZoom.com, Inc.	START YOUR BUSINESS. PROTECT YOUR FAMILY. LAUNCH YOUR DREAMS.

U.S. Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
LegalZoom.com, Inc.	US	86444575	11/4/14	LegalZoom.com, Inc.	Proxilaw