

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FILE & SERVEXPRESS, LLC		07/31/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	5950 Sherry Lane Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75209		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87123428	CASEFILEEXPRESS	
Registration Number:	4931117	CASEEDGE	
Registration Number:	4931118	CASECARDS	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	303-629-3400		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	507729-22		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
SIGNATURE:	/Jody L. Burtner/		
DATE SIGNED:	10/01/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Agreement*”) is executed as of July 31, 2020, by FILE & SERVEXPRESS, LLC, a Texas limited liability company (“*Borrower*”) and FSX HOLDINGS, LLC, a Delaware limited liability company (“*Holdings*”, and together with Borrower, collectively “*Debtors*”, and each, a “*Debtor*”), for the benefit of Cadence Bank, N.A. (“*Secured Party*”).

RECITALS

A. Borrower and Secured Party have entered into that certain Credit Agreement dated as the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

B. Debtors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “*Security Agreement*”), pursuant to which Debtors have granted to Secured Party a first-priority lien and security interest in all of all or substantially all of its assets, including the IP Collateral (as defined below).

C. As a condition precedent to extending credit under the Credit Agreement, Secured Party requires that the Debtors enter into this Agreement with Secured Party to further evidence Secured Party’s continuing security interest in, and lien on, the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the Secured Obligations (as defined in the Credit Agreement) each Debtor hereby collaterally assigns, pledges, and grants to Secured Party a continuing security interest in, all of each Debtor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “*IP Collateral*”), in each case wherever located and whether now owned or hereafter acquired, created, or existing:

- (1) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to the United States patents and patent applications referred to on *Schedule 1* hereto;
- (2) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to the United States trademark applications and registrations referred to on *Schedule 2* hereto, and all goodwill associated therewith or symbolized thereby;
- (3) all of its registered copyrights, copyright applications, and copyright licenses to which it is a party; including those referred to on Schedule 3 hereto;
- (4) all reissues, continuations or extensions of the foregoing; and
- (4) all products and proceeds of the foregoing, including, without limitation, any claim by any Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 1. Security Agreement. This Agreement has been executed and delivered by each Debtor for the purpose of registering the security interest and lien of Secured Party on the IP Collateral with the United States Trademark and Patent Office and the United States Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security

interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 2. Acknowledgment. Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 3. Relation to Credit Agreement. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 4. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. This Agreement may be signed and transmitted by facsimile, portable document format (PDF), or other electronic means, and shall have the same effect as manually-signed originals and shall be binding on the Debtors and Security Party.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, each Debtor and Secured Party have caused this Intellectual Property Security Agreement to be duly executed as of the date set out in the preamble to this Agreement.

DEBTORS:

FILE & SERVEXPRESS, LLC,
a Texas limited liability company

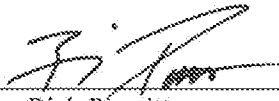
By: Matthew Swift
Name: Matthew Swift
Title: Secretary and Treasurer

PSX HOLDINGS, LLC,
a Delaware limited liability company

By: Matthew Swift
Name: Matthew Swift
Title: Secretary

SECURED PARTY:

CADENCE BANK, N.A.

By: 
Name: Rick Prewitt
Title: Senior Vice President

SCHEDULE 1¹

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES:

Patents

<u>Inventor</u>	<u>Assignee</u>	<u>Patent No.</u>	<u>Purpose</u>	<u>Date of Patent</u>

Patent Applications

<u>Owner</u>	<u>Patent</u>	<u>Application No.</u>	<u>Application Date</u>
File & ServeXpress, LLC	Systems and Methods for Evaluating Legal Pleadings	U.S. Appl. No. 62/246,709	10-27-15
File & ServeXpress, LLC	Networked Lead Processing System and Methods of Using the Same	U.S. Appl. No. 62/246,725	10-27-15
File & ServeXpress, LLC	System and Method for Providing Purchasable Leads	14/997,259	01-15-16
File & ServeXpress, LLC	Systems and Methods for Implementing Electronic Case Cards	14/997,246	01-15-16

¹ Schedules to be confirmed

SCHEDULE 2

TRADEMARKS AND TRADEMARK LICENSES

Owner of Record	Mark	App. No.	App. Date	Reg. No.	Reg. Date
File & ServeXpress, LLC	CaseFileXpress™	87/123,428	08-01-16	5320397	10-31-17
[File & ServeXpress, LLC]	CaseEdge™	4931117	6-11-15	86659977	1-19-16
[File & ServeXpress, LLC]	CaseCards™	4931118	6-11-15	86659984	1-19-16

**SCHEDULE 3
COPYRIGHTS**

None

Schedule 3

4839-9575-82763

RECORDED: 10/01/2020

**TRADEMARK
REEL: 007066 FRAME: 0862**