

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610954

| | | | |
|---|---|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NOTARIZE, INC. | | 11/24/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A. | | |
| Street Address: | 4 New York Plaza, 17th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10004 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5443795 | N | |
| Registration Number: | 5617785 | N | |
| Registration Number: | 5453999 | N NOTARIZE NOTARIZE NOTARIZE | |
| Registration Number: | 5453998 | N NOTARIZE | |
| Serial Number: | 90175350 | FUELED BY NOTARIZE | |
| Serial Number: | 90019116 | STAMP CAMP | |
| Serial Number: | 88507855 | TRUST IN EVERY TRANSACTION | |
| Serial Number: | 88507859 | TRUST, ON DEMAND | |
| 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: | 800-494-5225 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Stewart Walsh | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | COGENCY GLOBAL Inc. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 1294863 TM | | |
| NAME OF SUBMITTER: | ANDREW NASH | | |

OP \$215.00 5443795

| | |
|---|---------------|
| SIGNATURE: | /ANDREW NASH/ |
| DATE SIGNED: | 11/25/2020 |
| Total Attachments: 11 source=Closing Copy - Intellectual Property Security Agreement - Notarize#page1.tif source=Closing Copy - Intellectual Property Security Agreement - Notarize#page2.tif source=Closing Copy - Intellectual Property Security Agreement - Notarize#page3.tif source=Closing Copy - Intellectual Property Security Agreement - Notarize#page4.tif source=Closing Copy - Intellectual Property Security Agreement - Notarize#page5.tif source=Closing Copy - Intellectual Property Security Agreement - Notarize#page6.tif source=Closing Copy - Intellectual Property Security Agreement - Notarize#page7.tif source=Closing Copy - Intellectual Property Security Agreement - Notarize#page8.tif source=Closing Copy - Intellectual Property Security Agreement - Notarize#page9.tif source=Closing Copy - Intellectual Property Security Agreement - Notarize#page10.tif source=Closing Copy - Intellectual Property Security Agreement - Notarize#page11.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of November 24, 2020, 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”).

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 Credit Agreement by and among Lender and the Loan Parties 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 “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 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.

[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.

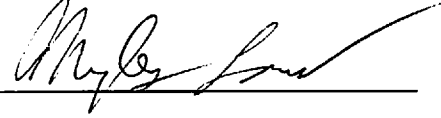
GRANTOR:

Address:

745 Boylston Street
Boston, MA 02116
Attention: Myles Lane

NOTARIZE, INC.

By: _____



Name: Myles Lane

Title: Vice President of Finance

LENDER:

Address:

MM Technology Banking
237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Hormuz Kapadia

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

[Signature page to Intellectual Property Security Agreement]

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
Attention: Myles Lane

NOTARIZE, INC.

By: _____

Name: Myles Lane

Title: Chief Financial Officer

LENDER:

Address:

MM Technology Banking
237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Hormuz Kapadia

JPMORGAN CHASE BANK, N.A.

By: *H Kapadia* _____

Name: Hormuz Kapadia

Title: Authorized Officer

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

| <u>Title</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 |
|----------------|---|---------------------------------------|---|
| US | 10410005 | September 10, 2019 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| TW | 105122895 | July 20, 2016 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| BM | 578BM | July 20, 2016 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| AR | P 16 01 02196 | July 20, 2016 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| US | 16/168213 | October 23, 2018 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| EP | 16828403.2 | July 19, 2016 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| WO | PCT/US2018/057029 | October 23, 2018 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| BR | BR112018001151-7 | July 19, 2016 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| CA | 2993171 | July 19, 2016 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| CN | 201680054231.8 | July 19, 2016 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| US | 15/886125 | February 1, 2018 | SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS |
| MX | PMX/a/2018/000863 I | July 19, 2016 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| IN | 201817005455 | July 19, 2016 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |

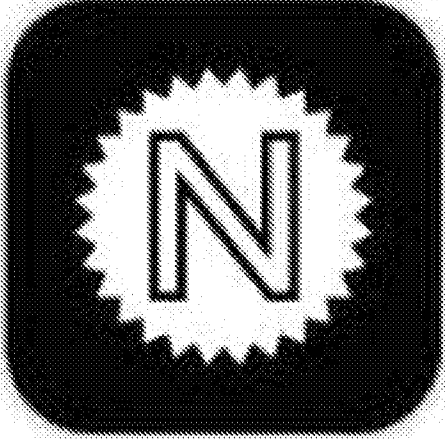
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| IL | 257013 | July 19, 2016 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| TW | 107103786 | February 2, 2018 | AGENT-FACILITATED REMOTE ELECTRONIC NOTARIZATION MEETINGS |
| BM | 580BM | January 31, 2018 | SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS |
| KR | 10-2018-7004949 | July 19, 2016 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| NZ | 739298 | July 19, 2016 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| AR | P180100250 | February 2, 2018 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| SG | 11201800509T | July 19, 2016 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| AR | P180103084 | October 23, 2018 | AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| BM | | October 23, 2018 | AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| TW | 107137375 | October 23, 2018 | AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| US | 16/519,361 | July 23, 2019 | SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION |
| CN | 201880021274.5 | February 1, 2018 | SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS |
| HK | 62020012810.1 | July 29, 20120 | SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS |
| EP | 18748117.1 | August 29, 2019 | SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS |
| IL | 268441 | August 1, 2019 | SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY |

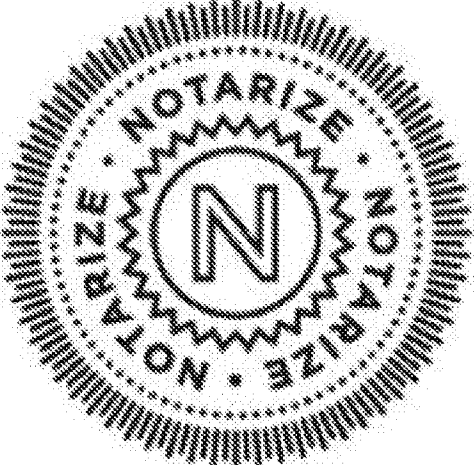

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|-----------|-------------------------|--------------------------|--|
| | | | MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS |
| JP | 2019-541755 | August 1, 2019 | SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS |
| KR | 10-20197025697 | September 2, 2019 | SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS |
| CA | 3052444 | August 1, 2019 | SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS |
| SG | 11201907108Y | August 1, 2019 | SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS |
| IN | 201947034550 | August 27, 2019 | SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS |
| RU | 2019127325 | August 30, 2019 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| NZ | 756711 | August 26, 2019 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| MX | MX/a/2019/009228 | August 2, 2019 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| AU | 2018217081 | August 26, 2019 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| AU | 2018354129 | April 28, 2020 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| CA | 3080052 | April 23, 2020 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |

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| IL | 274197 | April 23, 2020 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| CN | 201880083209.5 | October 23, 2018 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| IN | 202047018635 | May 1, 2020 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| MX | MX/a/2020/004254 | April 23, 2020 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| EP | 18870452.2 | May 18, 2020 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| NZ | 763983 | Aril 28, 2020 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| SG | 11202003703V | April 23, 2020 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |
| KR | 1020207014951 | May 25, 2020 | SYSTEM AND METHOD FOR AUTOMATED ONLINE NOTARIZATION MEETING RECOVERY |

EXHIBIT C

Trademarks

| Country | Mark | App. No. | Filing Date | Reg. No. | Reg. Date |
|---------|--|----------|-------------|----------|------------|
| US | Fueled by Notarize | 90175350 | 9/11/2020 | | |
| US |  | 86872812 | 01/12/2016 | 5443795 | 04/10/2018 |
| US |  | 86872821 | 01/12/2016 | 5617785 | 11/27/2018 |

| | | | | | |
|----|---|----------|------------|---------|------------|
| US |  | 86872844 | 01/12/2016 | 5453999 | 04/24/2018 |
| US |  | 86872806 | 01/12/2016 | 5453998 | 04/24/2018 |
| US | Stamp Camp | 90019116 | 06/24/2020 | | |
| US | Trust in Every Transaction | 88507855 | 07/10/2019 | | |
| US | Trust, On Demand | 88507859 | 07/10/2019 | | |