

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIPALTI SOLUTIONS LTD.		03/22/2023	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	CIB DMO WLO, Mail code NY1-C413		
Internal Address:	4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6788200	TIPALTI PI	
Registration Number:	6287662		
Registration Number:	6457955	APPROVE.COM	
Registration Number:	6572041	APPROVE.COM	
Registration Number:	6412301	WE HANDLED IT.	
Registration Number:	6310260	TIPALTI	
Registration Number:	5722342	TIPALTI DETECT	
Registration Number:	5904564	TRANSFORM PAYABLES TODAY ENERGIZE TOMORR	
Registration Number:	5580364	TIPALTI	
Registration Number:	5676143	TIPALTI EXPRESS	
Registration Number:	4730793	TIPALTI	
CORRESPONDENCE DATA			
Fax Number:	6179799301		
<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:	6179799376		
Email:	christine.slattery@whitecase.com		
Correspondent Name:	Christine Slattery, Sr. Legal Assistant		
Address Line 1:	75 State Street		

CH \$290.00 6788200

Address Line 2: White & Case LLP
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 1107993-0238

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 03/23/2023

Total Attachments: 5

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of March 22, 2023 by and from TIPALTI SOLUTIONS LTD., an Israeli company registered with the Israeli Companies Registrar under number 514521111 (the “Grantor”), to and in favor of JPMorgan Chase Bank, N.A. (the “Lender”).

WHEREAS, the Grantor, the other Loan Parties from time to time party thereto and the Lender have entered into that certain Credit Agreement, dated as of March 22, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor and certain other Loan Parties have entered into a U.S. Pledge and Security Agreement dated as of March 22, 2023 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Security Agreement”).

WHEREAS, the Grantor owns the trademarks listed on Schedule A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been executed in conjunction with the security interest granted under the U.S. Security Agreement in favor of the Lender. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement or U.S. Security Agreement, as applicable.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations (as defined in the Credit Agreement).

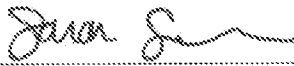
(b) The Grantor hereby pledges and grants to the Lender, a security interest in all of the Grantor’s right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing and (5) all rights corresponding to any of the foregoing throughout the world.

3) Governing Law. THIS CONFIRMATORY GRANT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

4) Pari Passu Intercreditor Agreement. Notwithstanding any provision to the contrary set forth herein, solely with respect to the priority of security interest, allocation of payments from the proceeds of the Collateral and manner of exercise of rights as between the Lender and the Term Agent with respect to the security interests granted hereunder, this Confirmatory Grant, and the exercise of any right or remedy with respect to the Trademarks are subject, in all respects, to the terms of the Pari Passu Intercreditor Agreement. In this respect only, in the event of any conflict or inconsistency between the provisions of the Pari Passu Intercreditor Agreement and this Confirmatory Grant, the provisions of the Pari Passu Intercreditor Agreement shall govern and control; it being clarified that nothing in the Pari Passu Intercreditor Agreement shall increase or change any liability or create any additional obligation on part of Grantor or create any limitation, prohibition, charge, lien or security interest on Grantor or any of its assets, property or rights not otherwise provided in this Confirmatory Grant.


IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

TIPALTI SOLUTIONS LTD

By: 
Name: Soran Spojka
Title: CFO

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: 
Name: INDREK KAUR
Title: EXECUTIVE DIRECTOR

[Signature Page to Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 008012 FRAME: 0201

Trademarks

	Serial Number	Reg. Number	Reg. Date	Word Mark	Grantor / Registered Owner
1	90805719	6788200	07/12/2022	TIPALTI PI	TIPALTI SOLUTIONS LTD.
2	90074949	6287662	03/09/2021		TIPALTI SOLUTIONS LTD.
3	90074943	6457955	08/17/2021	APPROVE.COM	TIPALTI SOLUTIONS LTD.
4	90074942	6572041	08/17/2021	APPROVE.COM	TIPALTI SOLUTIONS LTD.
5	88782603	6412301	07/06/2021	WE HANDLED IT.	TIPALTI SOLUTIONS LTD.
6	88772112	6310260	03/30/2021	TIPALTI	TIPALTI SOLUTIONS LTD.
7	88123021	5722342	04/09/2019	TIPALTI DETECT	TIPALTI SOLUTIONS LTD.
8	88065168	5904564	11/05/2019	TRANSFORM PAYABLES TODAY ENERGIZE TOMORROW	TIPALTI SOLUTIONS LTD.
9	87822887	5580364	10/09/2018	TIPALTI	TIPALTI SOLUTIONS LTD.
10	87608567	5676143	02/12/2019	TIPALTI EXPRESS	TIPALTI SOLUTIONS LTD.
11	86370783	4730793	05/05/2015	TIPALTI	TIPALTI SOLUTIONS LTD.