

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

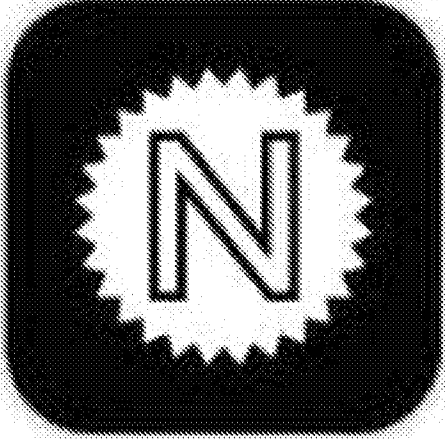
IL	257013	July 19, 2016	SYSTEM AND METHOD FOR VALIDATING AUTHORSHIP OF AN ELECTRONIC SIGNATURE SESSION
TW	107103786	February 2, 2018	AGENT-FACILITATED REMOTE ELECTRONIC NOTARIZATION MEETINGS
BM	580BM	January 31, 2018	SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE 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

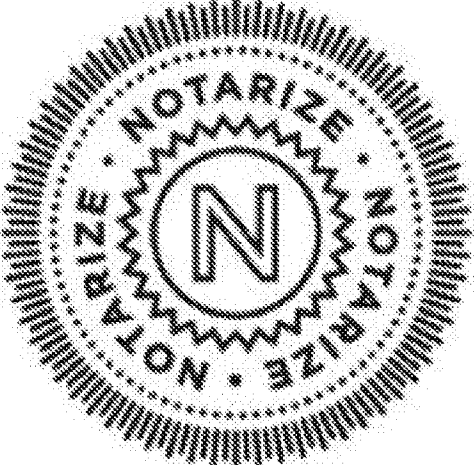

			MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS
JP	2019-541755	August 1, 2019	SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE CLIENTS
KR	10-20197025697	September 2, 2019	SYSTEM AND METHOD FOR SYNCHRONIZING NOTARY MEETING INTERACTIONS BETWEEN MULTIPLE SOFTWARE 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

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		