

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bottomline Technologies, Inc.		05/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	6414228	BT	
Registration Number:	6406500	BOTTOMLINE	
Registration Number:	5863209	LEGAL-X	
Registration Number:	5867729	BT BOTTOMLINE	
Registration Number:	5850691	DENSICUBE	
Registration Number:	5865551	PRECAPTURE	
Registration Number:	5835148	PAYMODE-X THE WAY BUSINESSES PAY AND GET	
Registration Number:	5235089	PAYMODE-X INTELLIGENT ENGAGEMENT MODEL	
Registration Number:	5235090	PAYMODE-X	
Registration Number:	5192199	BANKSIGHT	
Registration Number:	4923677	PARTNERSELECT	
Registration Number:	5186721	LEGAL-X	
Registration Number:	4646053	LEGAL-X	
Registration Number:	4091151	C-SERIES	
Registration Number:	4498455	CHECKDIRECTOR	
Registration Number:	3988430	PAYMODE-X	
Registration Number:	4168320	TRANSFORM	
Registration Number:	3614651	LEGAL EXCHANGE	

OP \$940.00 6414228

Property Type	Number	Word Mark
Registration Number:	3745725	TRANSFORM
Registration Number:	3346765	LOGICAL INK
Registration Number:	3013066	PAYMODE
Registration Number:	2806631	BOTTOMLINE TECHNOLOGIES
Registration Number:	3117478	MEDEX
Registration Number:	2805409	WEBSERIES
Registration Number:	2605655	PAYMODE
Registration Number:	2587591	QUICKCHART
Registration Number:	2546428	OPTIO E.COMINTEGRATE
Registration Number:	2653228	VISIBILLITY
Registration Number:	2566045	CREATE!EMAIL
Registration Number:	2446500	CREATE!FORM
Registration Number:	2557160	CREATE!ARCHIVE
Registration Number:	2447905	CREATE!FAX
Registration Number:	2267199	QUICKRECORD
Registration Number:	2204450	OPTIO
Registration Number:	2079588	PAYBASE
Registration Number:	2046877	BOTTOMLINE TECHNOLOGIES
Registration Number:	2491994	VISIBILLITY

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 714.668.6200

Email: johnkline@paulhastings.com

Correspondent Name: John Kline

Address Line 1: 695 Town Center Drive

Address Line 2: Seventeenth Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER: John Kline

SIGNATURE: /s/ John Kline

DATE SIGNED: 05/13/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Bottomline Technologies, Inc. (the “**Grantor**”) in favor of Ares Capital Corporation, as Collateral Agent for the Secured Parties.

PRELIMINARY STATEMENTS

WHEREAS, the Grantor is party to the Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by the Grantor or which the Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**”):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill arising from the use of and symbolized thereby;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by the Grantor or that the Grantor otherwise has the right to license, or granting to the Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of the Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover

damages for past, present, or future infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

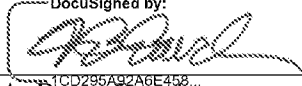
SECTION 4. GOVERNING LAW. SECTION 10.15 (GOVERNING LAW) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

SECTION 5. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document.

[Signature Pages Follow]

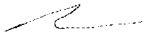
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BOTTOMLINE TECHNOLOGIES, INC.,
a Delaware corporation

DocuSigned by:

By: _____
Name: A. Bruce Bowden
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ARES CAPITAL CORPORATION, as Collateral Agent

By: 

Name: Scott Lem

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007721 FRAME: 0295

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration No.	Registration Date	Serial No.	Filing Date
BT and design 	6414228	13-Jul-2021	88837217	17-Mar-2020
BOTTOMLINE	6406500	06-Jul-2021	88837300	17-Mar-2020
LEGAL-X	5863209	17-Sep-2019	88362579	29-Mar-2019
BT BOTTOMLINE and design 	5867729	24-Sep-2019	88341457	15-Mar-2019
DENSICUBE	5850691	03-Sep-2019	88316353	26-Feb-2019
PRECAPTURE	5865551	24-Sep-2019	88053914	26-Jul-2018
PAYMODE-X THE WAY BUSINESSES PAY AND GET PAID	5835148	13-Aug-2019	87113471	22-Jul-2016
PAYMODE-X INTELLIGENT ENGAGEMENT MODEL	5235089	04-Jul-2017	87044794	20-May-2016
PAYMODE-X and design 	5235090	04-Jul-2017	87044883	20-May-2016
BANKSIGHT	5192199	25-Apr-2017	86842333	08-Dec-2015
PARTNERSELEC T	4923677	22-Mar-2016	86400324	19-Sep-2014
LEGAL-X and design 	5186721	18-Apr-2017	85924456	06-May-2013

LEGAL-X and design 	4646053	25-Nov-2014	85982785	06-May-2013
C-SERIES	4091151	24-Jan-2012	85395595	11-Aug-2011
CHECKDIRECT OR	4498455	18-Mar-2014	85331996	27-May-2011
PAYMODE-X	3988430	05-Jul-2011	85043930	20-May-2010
TRANSFORM	4168320	03-Jul-2012	77880851	25-Nov-2009
LEGAL EXCHANGE	3614651	05-May-2009	77403756	22-Feb-2008
TRANSFORM	3745725	09-Feb-2010	77316657	30-Oct-2007
LOGICAL INK	3346765	04-Dec-2007	77011916	02-Oct-2006
PAYMODE	3013066	08-Nov-2005	78378275	04-Mar-2004
BOTTOMLINE TECHNOLOGIES	2806631	20-Jan-2004	78169710	01-Oct-2002
MEDEX	3117478	18-Jul-2006	76367031	05-Feb-2002
WEBSERIES	2805409	13-Jan-2004	76307807	31-Aug-2001
PAYMODE	2605655	06-Aug-2002	76154165	26-Oct-2000
QUICKCHART	2587591	02-Jul-2002	76140472	04-Oct-2000
OPTIO E.COMINTEGRA TE	2546428	12-Mar-2002	76102331	03-Aug-2000
VISIBILLITY and design 	2653228	26-Nov-2002	76049271	16-May-2000
CREATE!EMAIL and design 	2566045	30-Apr-2002	76043680	10-May-2000
CREATE!FORM and design 	2446500	24-Apr-2001	76043683	10-May-2000
CREATE!ARCHI VE and design 	2557160	02-Apr-2002	76043699	10-May-2000
CREATE!FAX and design 	2447905	01-May-2001	76043682	09-May-2000

QUICKRECORD	2267199	03-Aug-1999	75513215	06-Jul-1998
OPTIO	2204450	17-Nov-1998	75251535	04-Mar-1997
PAYBASE	2079588	15-Jul-1997	74552505	19-Jul-1994
BOTTOMLINE TECHNOLOGIES	2046877	25-Mar-1997	74376459	06-Apr-1993
VISIBILLITY	2491994	25-Sep-2001	75860601	29-Nov-1999