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Introduction and Parties

Introduction

This Security Agreement, effective as of August 9, 2025, sets forth the terms and conditions under which Acme, Inc. grants a security interest to Docupal Demo, LLC. This security interest secures Acme, Inc.'s obligations to Docupal Demo, LLC, as detailed herein. Acme, Inc. intends to provide Docupal Demo, LLC with a first priority security interest in the Collateral (as defined below) to secure the payment and performance of the Obligations. This document outlines the rights, responsibilities, and remedies of both parties concerning the Collateral and the security interest granted.

Parties

Debtor

Acme, Inc., a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Debtor").

Secured Party

Docupal Demo, LLC, a limited liability company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Secured Party").

Grant of Security Interest

ACME-1 hereby grants to Docupal Demo, LLC a security interest in all of its assets, whether now owned or hereafter acquired. This grant is made to secure the payment and performance of all obligations of ACME-1 to Docupal Demo, LLC, as outlined in this Security Agreement.



Collateral

The collateral subject to this security interest includes, but is not limited to, all of ACME-1's right, title, and interest in and to the following property:

- Accounts
- Inventory
- Equipment
- Intellectual Property
- All other assets of ACME-1

Rights of Secured Party

Upon the occurrence of an event of default as defined in this Security Agreement, Docupal Demo, LLC shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including the right to take possession of the Collateral and to sell, lease, or otherwise dispose of it.

Creation and Acknowledgment

This security interest is created by the execution and delivery of this Security Agreement by ACME-1. ACME-1 acknowledges that it is granting Docupal Demo, LLC a valid and enforceable security interest in the Collateral.

Description of Collateral

Acme, Inc. grants to Docupal Demo, LLC a security interest in all of its present and future assets. This includes, but is not limited to, the following property, whether now owned or hereafter acquired:

Types of Collateral

- **Accounts:** All rights to payment for goods sold or leased or for services rendered.
- **Inventory:** All goods held for sale or lease or furnished or to be furnished under a contract of service.
- **Equipment:** All machinery, vehicles, and other goods used in Acme, Inc.'s business operations.



- **General Intangibles:** All personal property, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, documents, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, or other minerals before extraction.
- **Intellectual Property:** All patents, trademarks, copyrights, and other intellectual property rights.

This security interest extends to all proceeds of the collateral, including cash, accounts, and other property received upon the sale, exchange, or other disposition of the collateral. The intent of this agreement is to provide Docupal Demo, LLC with a comprehensive security interest in all of Acme, Inc.'s assets to secure the obligations outlined in this Security Agreement.

Obligations Secured

This Security Agreement secures the full and prompt payment and performance of all debts, liabilities, and obligations (collectively, the "Obligations") of ACME-1 to Docupal Demo, LLC, of every kind and description, whether now existing or hereafter arising. This includes, but is not limited to, all present and future advances, loans, debts, liabilities, and obligations.

Scope of Obligations

The Obligations include all principal, interest, fees, costs, expenses, and other charges, whenever arising or however evidenced. The Obligations also extend to any modifications, extensions, renewals, or refinancings of these debts, liabilities, and obligations. It is the intent of ACME-1 to secure all indebtedness and obligations to Docupal Demo, LLC, whether direct or indirect, absolute or contingent, primary or secondary, or joint or several. Fees and interest related to these obligations are governed by the Loan Agreement referenced herein.

Covenants and Representations

Affirmative Covenants

ACME-1 agrees to maintain the Collateral in good condition and repair. ACME-1 will provide Docupal Demo, LLC with financial information as reasonably requested. ACME-1 represents that it is in compliance with all applicable laws and regulations.



Negative Covenants

ACME-1 shall not transfer the Collateral without the prior written consent of Docupal Demo, LLC.

Representations and Warranties

ACME-1 represents and warrants that it has good and marketable title to the Collateral. ACME-1 will defend its title to the Collateral against all claims and demands. Docupal Demo, LLC represents that it is in compliance with all applicable laws and regulations. Each party warrants that they have the authority to enter into this Security Agreement.

Perfection and Filing

ACME-1 must take all actions necessary to perfect Docupal Demo, LLC's security interest in the Collateral. This includes, but is not limited to, filing one or more financing statements. These statements should be filed with the appropriate authorities as required by applicable state law.

Filing Requirements

ACME-1 will ensure that all financing statements contain the information required by the applicable Uniform Commercial Code. ACME-1 will also pay all related filing fees. ACME-1 authorizes Docupal Demo, LLC to file financing statements. ACME-1 will cooperate with Docupal Demo, LLC in perfecting the security interest.

Default and Remedies

Events of Default

The occurrence of any of the following events shall constitute an event of default ("Event of Default") under this Agreement:

1. **Failure to Pay:** ACME-1 fails to pay any of the Obligations when due.
2. **Breach of Covenants:** ACME-1 fails to perform or observe any covenant, condition, or agreement in this Agreement.



3. **Insolvency:** ACME-1 becomes insolvent, admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of creditors, applies for or consents to the appointment of a trustee, receiver, or liquidator of its assets, or has any such petition filed against it that is not dismissed within sixty (60) days.

Remedies

Upon the occurrence of an Event of Default, Docupal Demo, LLC shall have the following rights and remedies, in addition to those otherwise available under applicable law or in equity:

1. **Acceleration:** Declare all Obligations immediately due and payable.
2. **Repossession:** Take possession of the Collateral, without judicial process if such can be done without breach of the peace, and for that purpose may enter upon any premises where the Collateral may be located.
3. **Disposition of Collateral:** Sell, lease, or otherwise dispose of the Collateral in a commercially reasonable manner. Docupal Demo, LLC may apply the proceeds of any such disposition to the payment of the Obligations in such order as Docupal Demo, LLC may elect.
4. **Other Rights and Remedies:** Exercise all rights and remedies available to a secured party under the Uniform Commercial Code as in effect in the State of California.

Governing Law and Jurisdiction

This Security Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware.

Jurisdiction

Any legal action or proceeding arising out of or relating to this Security Agreement must be brought in the courts of the State of Delaware. Each party irrevocably submits to the exclusive jurisdiction of these courts for these purposes.



Miscellaneous Provisions

Notices

All notices relating to this Security Agreement must be in writing. Delivery may be by certified mail or email. Notices must be sent to the addresses listed in this agreement.

Amendments

Any changes to this Security Agreement require a written amendment. Both Docupal Demo, LLC and ACME-1 must sign the amendment.

Waiver

No delay or omission by Docupal Demo, LLC in exercising any right or power under this Security Agreement will operate as a waiver. A waiver on one occasion is not a waiver of any right or remedy on any future occasion.

Severability

If a court finds any provision of this Security Agreement to be invalid or unenforceable, the remaining provisions remain in full force and effect. The parties will negotiate in good faith to replace the invalid provision with a valid one that achieves the original intent.

Governing Law

The laws of the State of California govern this Security Agreement. This includes its interpretation and enforcement.

Signatures and Execution

This Security Agreement shall become effective as of the date of the last signature below.



Execution

To acknowledge their agreement to the terms and conditions outlined within this Security Agreement, the authorized representatives of both DocuPal Demo, LLC and Acme, Inc. have executed this document as of the dates indicated below.

Signatures

DocuPal Demo, LLC

By: _____

Name:

Title:

Date: _____

Acme, Inc

By: _____

Name:

Title:

Date: _____

Witness Attestation (Optional)

While notarization is not required for this agreement, it is advisable to have the signatures witnessed for added verification.

Witness 1:

Signature: _____

Name:

Date: _____

Witness 2:



Signature: _____

Name:

Date: _____

