

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ActivePDF, Inc.		06/19/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	THL Corporate Finance, Inc.		
Street Address:	100 Federal Street		
Internal Address:	31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3137611	ACTIVEPDF	
Registration Number:	5008718	DRIVING THE DIGITAL BUSINESS	
Registration Number:	4763872		
Registration Number:	2882632	IT'S EVERYBODY'S PDF	
Registration Number:	2829101	LEADING THE IPAPER REVOLUTION	
Serial Number:	88716732	DOCSPACE	
Registration Number:	2832791		
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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		

CH \$190.00 3137611

DATE SIGNED:	06/24/2020
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made this 19th day of June, 2020 by and among ActivePDF, Inc., a California corporation (the “*Grantor*”) and THL Corporate Finance, Inc. a Delaware corporation (“*THL*”), as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “*Collateral Agent*”) under the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among PDFTron Intermediate Holdings, Inc., a Delaware corporation (“*Parent*”), PDFTron Systems Inc., a British Columbia corporation (“*Canadian Borrower*”), PDFTron US Acquisition Corp., a Delaware corporation (“*U.S. Borrower*” and, together with the Canadian Borrower and any other Subsidiary of Parent that from time to time joins as a “borrower” thereto, the “*Borrowers*” and each, a “*Borrower*”), the Subsidiaries of the Parent party thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and collectively, the “*Lenders*”), the Collateral Agent and THL, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*” and together with the Collateral Agent, collectively, the “*Agents*”, and each an “*Agent*”), the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain U.S. Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*U.S. Security Agreement*”); and

WHEREAS, pursuant to the U.S. Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the U.S. Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of the Grantor’s right, title and interest in, to and

under the following, whether presently existing or hereafter created or acquired (collectively, the “*Trademark Collateral*”):

(a) all of the Grantor’s Trademarks and Trademark Licenses to which it is a party, including, without limitation, the Trademarks and Trademark Licenses referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to any Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Insolvency Laws involving the Grantor.

4. SECURITY AGREEMENT. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of Security Interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office, as applicable. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the U.S. Security Agreement. 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 U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the U.S. Security Agreement, the U.S. Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall deliver a written supplement together with a delivery of a Compliance Certificate to the Collateral Agent under Section 8.01(d) of the Credit Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor’s obligations under this Section, the Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Trademark Security Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

7. CONSTRUCTION. The rules of construction contained in Section 1.02 of the Credit Agreement are hereby incorporated herein *mutatis mutandis*.


8. GOVERNING LAW. This Trademark Security Agreement, the other Credit Documents (unless expressly provided otherwise therein) and the rights and obligations of the parties hereunder and thereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without reference to conflicts of law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ACTIVEPDF, INC.,
a California corporation

By: 
Name: Katarzyna Andersz
Title: Chief Executive Officer

COLLATERAL AGENT:

THL CORPORATE FINANCE, INC.,
a Delaware corporation



By: 
Name: Michelle Handy
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006977 FRAME: 0994

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
ActivePDF	United States	3137611	9/5/2006	1/26/2005	ActivePDF, Inc.	ACTIVEPDF
ActivePDF	United States	5008718	7/26/2016	10/31/2014	ActivePDF, Inc.	DRIVING THE DIGITAL BUSINESS
ActivePDF	United States	4763872	06/30/2015	10/23/2014	ActivePDF, Inc.	
ActivePDF	United States	2882632	9/7/2004	2/3/2003	ActivePDF, Inc.	IT'S EVERYBODY'S PDF
ActivePDF	United States	2829101	4/6/2004	1/30/2002	ActivePDF, Inc.	LEADING THE IPAPER REVOLUTION
ActivePDF	United States	88716732	9/7/200	12/5/2019	ActivePDF, Inc.	DOCSPACE
ActivePDF	United States	2832791	7/17/2002	4/13/2004	ActivePDF, Inc.	
ActivePDF	Canada	TMA630555	1/19/05	7/3/02	ActivePDF, Inc.	ACTIVEPDF

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.