

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627465

| | | | |
|---|--------------------------------------|---------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Form Technologies, Inc. | | 02/22/2021 | Corporation: DELAWARE |
| Signicast LLC | | 02/22/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Savings Fund Society, FSB | | |
| Street Address: | 500 Delaware Avenue | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19801 | | |
| Entity Type: | Federal Savings Bank: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3394305 | SIGNICAST | |
| Registration Number: | 3443927 | S SIGNICAST | |
| Registration Number: | 5740654 | OPTIMIM | |
| Registration Number: | 5877768 | WHEN ONLY THE BEST WILL DO | |
| Registration Number: | 5877774 | PRECISION WHERE IT MATTERS MOST | |
| Serial Number: | 88387922 | FORM TECHNOLOGIES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9494754754 | | |
| <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: | 949-451-3800 | | |
| Email: | skann@gibsondunn.com | | |
| Correspondent Name: | Stephanie Kann | | |
| Address Line 1: | 3161 Michelson Drive | | |
| Address Line 2: | Gibson, Dunn & Crutcher LLP | | |
| Address Line 4: | Irvine, CALIFORNIA 92612 | | |
| ATTORNEY DOCKET NUMBER: | 06415-00001 | | |
| NAME OF SUBMITTER: | Stephanie Kann | | |

CH \$165.00 3394305

| | |
|---|------------------|
| SIGNATURE: | /stephanie kann/ |
| DATE SIGNED: | 02/22/2021 |
| Total Attachments: 5 source=Form Technologies Trademark Security Agreement - Executed#page1.tif source=Form Technologies Trademark Security Agreement - Executed#page2.tif source=Form Technologies Trademark Security Agreement - Executed#page3.tif source=Form Technologies Trademark Security Agreement - Executed#page4.tif source=Form Technologies Trademark Security Agreement - Executed#page5.tif | |

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of February 22, 2021, is made by the Grantors (as identified below), in favor of Wilmington Savings Fund Society, FSB, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Signicast LLC, a Delaware limited liability company and Form Technologies, Inc., a Delaware corporation (each, a “**Grantor**”), own the Trademark Collateral (as defined below); and

WHEREAS, the Grantors are party to a First Lien Security Agreement dated as of February 22, 2021 (the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement 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, 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 any registration that issues from such intent-to-use application under applicable federal law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. 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.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

FORM TECHNOLOGIES, INC.
SIGNICAST LLC

By:  _____

Name: Adrian Murphy

Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007199 FRAME: 0169

Accepted and Agreed:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the Collateral Agent

By: _____ 

Name: Raye Goldsborough

Title: Assistant Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

| No. | Mark | Serial No. | Filing Date | Registration No. | Registration Date | Current Owner of Record |
|-----|---------------------------------|------------|--------------|------------------|-------------------|-------------------------|
| 1. | SIGNICAST | 77163165 | Apr 23, 2007 | 3394305 | Mar 11, 2008 | Signicast LLC |
| 2. | S SIGNICAST | 77163283 | Apr 23, 2007 | 3443927 | Jun 10, 2008 | Signicast LLC |
| 3. | OPTIMIM | 87619997 | Sep 23, 2017 | 5740654 | Apr 30, 2019 | Form Technologies, Inc. |
| 4. | WHEN ONLY THE BEST WILL DO | 88096057 | Aug 28, 2019 | 5877768 | Oct 8, 2019 | Form Technologies, Inc. |
| 5. | PRECISION WHERE IT MATTERS MOST | 88097737 | Aug 28, 2019 | 5877774 | Oct 8, 2019 | Form Technologies, Inc. |
| 6. | FORM TECHNOLOGIES | 88387922 | Apr 16, 2019 | | | Form Technologies, Inc. |