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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM660308

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ActivePDF, Inc.		07/15/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, as Collateral Agent
Street Address:	1585 Broadway, 39th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3137611	ACTIVEPDF
Registration Number:	5008718	DRIVING THE DIGITAL BUSINESS
Registration Number:	2882632	IT'S EVERYBODY'S PDF
Registration Number:	2829101	LEADING THE IPAPER REVOLUTION
Registration Number:	6095047	DOCSPACE
Registration Number:	4763872	
Registration Number:	2832791	

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com **Correspondent Name:** Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	393099-80
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/

TRADEMARK REEL: 007356 FRAME: 0025

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DATE SIGNED:	07/15/2021		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of July 15, 2021, is made by ActivePDF, Inc., a California corporation (the "Grantor"), in favor of MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PDFTRON INTERMEDIATE HOLDINGS INC., a Delaware corporation ("Holdings"), PDFTRON US ACQUISITION CORP., a Delaware corporation (the "U.S. Borrower"), PDFTRON SYSTEMS INC., a British Columbia corporation (the "Canadian Borrower") and together with the U.S. Borrower each a "Borrower" and collectively the "Borrowers"), the lending institutions from time to time parties hereto (each a "Lender" and, collectively, the "Lenders") and MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrowers and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrowers and/or their Restricted Subsidiaries or Secured Hedge Agreements with the Borrowers and/or their Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
- 2. <u>Grant of Security Interest</u>. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on <u>Schedule A</u> hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "<u>Collateral</u>"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; <u>provided</u> that, applications in the United States Patent and Trademark

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Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

- 3. <u>Purpose</u>. This Agreement has been executed and delivered by each 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. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
- 4. <u>Acknowledgment</u>. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words "execution," "execute", "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
- 6. <u>GOVERNING LAW</u>: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ACTIVEPDF, INC.,

a California corporation,

as the Grantor

By: ____

Name: Katarzyna Andersz

Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

MS PRIVATE CREDIT ADMINISTRATIVE SERVICES

LLC, as the Collateral Agent

Name: Rebecca Shaoul Title: Authorized Signer

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Owner	Registration / Application Number	Registration / Application Dates
ACTIVEPDF	ActivePDF Inc.	3137611	September 5, 2006
DRIVING THE DIGITAL BUSINESS	ActivePDF Inc.	5008718	July 26, 2016
IT'S EVERYBODY'S PDF	ActivePDF Inc.	2882632	September 7, 2004
LEADING THE IPAPER REVOLUTION	ActivePDF Inc.	2829101	April 6, 2004
DOCSPACE	ActivePDF Inc.	6095047	July 7, 2020
	ActivePDF, Inc.	4763872	June 30, 2015
	ActivePDF, Inc.	2832791	April 13, 2004

Canada Trademark Registrations and Applications

Trademark	Owner	Registration / Application Number	Registration / Application Dates
ACTIVEPDF	ActivePDF Inc.	TMA630555	January 19, 2005

RECORDED: 07/15/2021