

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360856

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vertex, Inc.		11/02/2015	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	1600 Market Street		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19103		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2839709	L SERIES	
<b>Registration Number:</b>	2822585	O SERIES	
<b>Registration Number:</b>	3081131	Q SERIES	
<b>Registration Number:</b>	3089039	VERTEX	
<b>Registration Number:</b>	2033772	VERTEX	
<b>Registration Number:</b>	4039300	VERTEX ENTERPRISE	
<b>Registration Number:</b>	3849291	VERTEX TAXGIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158648999		
<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>			
<b>Phone:</b>	215.864.8253		
<b>Email:</b>	kimy@ballardspahr.com		
<b>Correspondent Name:</b>	Yunhee Kim		
<b>Address Line 1:</b>	Ballard Spahr LLP		
<b>Address Line 2:</b>	1735 Market Street, 51st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	00184379		
<b>NAME OF SUBMITTER:</b>	Yunhee Kim		

CH \$190.00 2839709

<b>SIGNATURE:</b>	/Yunhee Kim/
<b>DATE SIGNED:</b>	11/02/2015
<b>Total Attachments: 6</b> source=Patent and Trademark Security Agreement#page1.tif source=Patent and Trademark Security Agreement#page2.tif source=Patent and Trademark Security Agreement#page3.tif source=Patent and Trademark Security Agreement#page4.tif source=Patent and Trademark Security Agreement#page5.tif source=Patent and Trademark Security Agreement#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of November 2, 2015 (this "Agreement"), among Vertex, Inc. a Pennsylvania corporation (the "Borrower"), the Subsidiary Loan Parties listed on the signature pages hereto (collectively, together with the Borrower, the "Grantors") and PNC Bank, National Association ("PNC"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of November 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and PNC, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of November 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiary Loan Parties from time to time party thereto and PNC, as Administrative Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.2 [Construction] of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office worldwide, including those listed on Schedule I;

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or

business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or with any multinational body, and all extensions or renewals thereof, including those listed on Schedule II;

(d) all goodwill associated therewith or symbolized thereby;

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill;  
and

(f) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violations or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VERTEX, INC.

By: [Signature]  
Name: Stephanie Lucas  
Title: Treasurer

VERTEX VAT SOLUTIONS, LLC

By: [Signature]  
Name: Stephanie Lucas  
Title: Treasurer of Vertex, Inc., the  
Sole Member

VERTEX DELAWARE, LLC

By: [Signature]  
Name: Stephanie Lucas  
Title: Treasurer of Vertex, Inc., the  
Sole Member

PNC BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VERTEX, INC.

By: \_\_\_\_\_  
Name:  
Title:

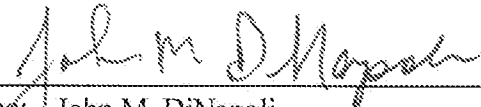
VERTEX VAT SOLUTIONS, LLC

By: \_\_\_\_\_  
Name:  
Title:

VERTEX DELAWARE, LLC

By: \_\_\_\_\_  
Name:  
Title:

PNC BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: John M. DiNapoli  
Title: Senior Vice President

SCHEDULE I

Patents

None.

Patent Applications

None.

SCHEDULE II

Trademarks

Registered Owner	Mark	Registration #	Registration Date	Renewal Date
Vertex, Inc.	L SERIES	2,839,709	5/11/2004	1/22/2013
Vertex, Inc.	O SERIES	2,822,585	3/16/2004	1/22/2013
Vertex, Inc.	Q SERIES	3,081,131	4/18/2006	1/22/2013
Vertex, Inc.	VERTEX	3,089,039	5/9/2006	7/25/2022
Vertex, Inc.	VERTEX	2,033,772	1/28/1997	2/15/2016
Vertex, Inc.	VERTEX ENTERPRISE	4,039,300	10/11/2011	4/15/2020
Vertex, Inc.	VERTEX TAXGIS	3,849,291	9/21/2010	1/30/2019