

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newforma, Inc.		06/29/2017	Corporation: DELAWARE
Newforma LLC		06/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC , as Administrative Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5107800		
Registration Number:	3330596	NEWFORMA	
Registration Number:	4661685	SMART-USE	
CORRESPONDENCE DATA			
Fax Number:	2139963305		
<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:	2136836305		
Email:	williamwolff@paulhastings.com		
Correspondent Name:	William Wolff c/o Paul Hastings		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	95247.00009		
NAME OF SUBMITTER:	William Wolff		
SIGNATURE:	/William Wolff/		
DATE SIGNED:	06/30/2017		
Total Attachments: 11			
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OP \$90.00 5107800

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TRADEMARK SECURITY AGREEMENT

WHEREAS, each of **Newforma, Inc.**, a Delaware corporation, and **Newforma LLC**, a Delaware limited liability company (each a “**Grantor**” and together, collectively, the “**Grantors**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, each Grantor is party to a Guaranty and Collateral Agreement dated as of June 29, 2017 (as amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), by and among the Grantors, NF Acquisition Co., Inc., a Delaware limited liability company, and Monroe Capital Management, LLC, as Administrative Agent for the Lenders (as defined therein) and the other holders of the Secured Obligations (as defined therein) (in such capacity, the “**Administrative Agent**”) pursuant to which each Grantor granted a security interest to the Administrative Agent, for the benefit of the Administrative Agent, Lenders and other holders of Secured Obligations, in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral 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 Collateral Agreement, to evidence further the security interest granted by each Grantor to the Administrative Agent for the benefit of the Administrative Agent, Lenders and other holders of Secured Obligations pursuant to the Collateral Agreement, each Grantor hereby grants to the Administrative Agent, for the benefit of the Administrative Agent, Lenders and other holders of Secured Obligations, 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, trade names, corporate names, each Grantor’s name, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Annex A attached hereto and the right to obtain all renewals thereof;
- (ii) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, violation, or other impairment thereof, including the right to receive all proceeds and damages therefrom;
- (iii) all books and records pertaining to any of the foregoing;
- (iv) all Proceeds and products from any of the foregoing; and

(v) all collateral security and guaranties given by any Person with respect to 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 3 of the Collateral 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.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement. Section 3 of the Collateral Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE THE ADMINISTRATIVE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM

EACH GRANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such

counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

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

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

NEWFORMA, INC.,
a Delaware corporation

By: E. Jayin Kale
Name: SHUO KALEVAR
Title: VICE PRESIDENT

NEWFORMA LLC,
a Delaware limited liability company

By: E. Jayin Kale
Name: SHUO KALEVAR
Title: SECRETARY AND TREASURER

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Administrative Agent

By: 

Name: Kyle Asher
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006097 FRAME: 0033

**ANNEX A
to
TRADEMARK SECURITY AGREEMENT**

Registered IP

See Schedule I attached.

The following unregistered, or common law, trademarks are used in connection with the business:

Newforma Project Center

Newforma Project Center Server

Newforma Project Center Cloud Services

Newforma Project Cloud

Newforma LeanPlanner

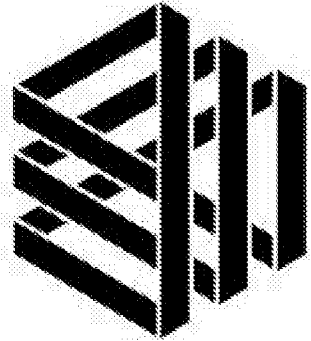
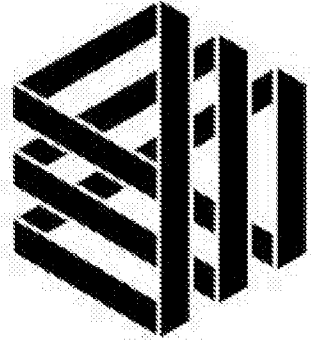
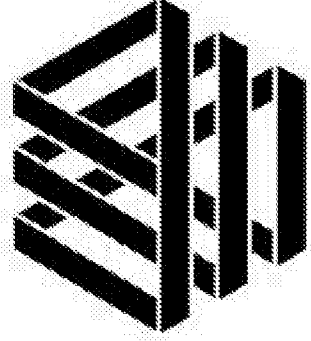
Newforma FAST START Program

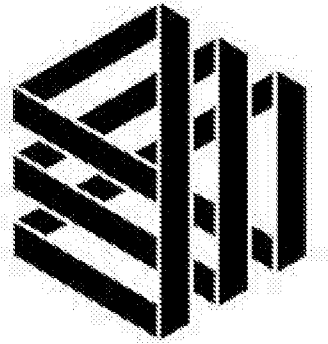
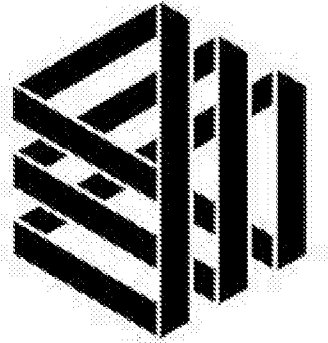
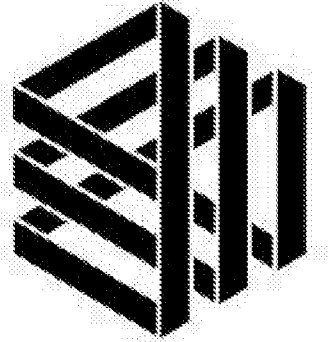
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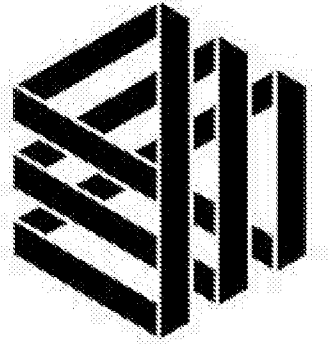
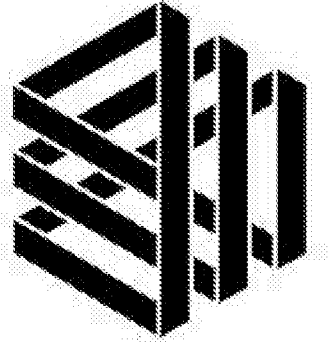
Newforma Interoperability Consultants

SCHEDULE I TO ANNEX A

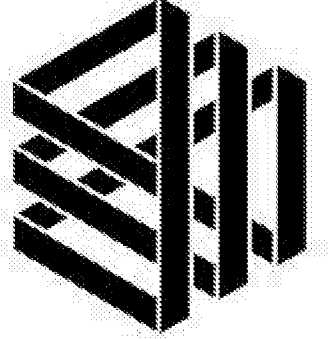
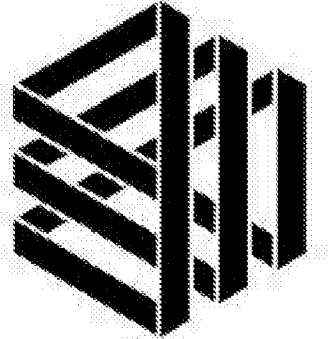
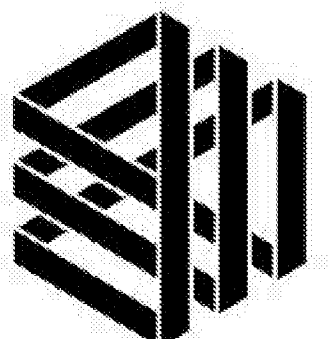
Pending Applications

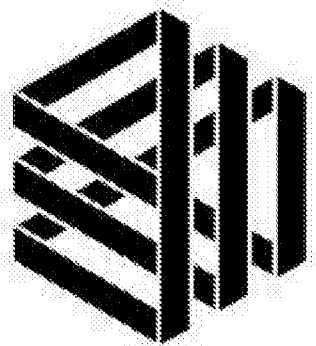
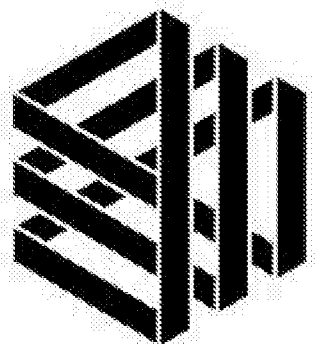
<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
MISCELLANEOUS DESIGN 	Canada	1779286	04/26/16
MISCELLANEOUS DESIGN 	China Madrid Protocol	1313570	04/25/16
MISCELLANEOUS DESIGN 	European Community Madrid Protocol	1313570	04/25/16

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
MISCELLANEOUS DESIGN 	India Madrid Protocol	1313570	04/25/16
MISCELLANEOUS DESIGN 	Mexico Madrid Protocol	1313570	04/25/16
MISCELLANEOUS DESIGN 	New Zealand Madrid Protocol	1313570	04/25/16

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
MISCELLANEOUS DESIGN 	Norway Madrid Protocol	1313570	04/25/16
MISCELLANEOUS DESIGN 	Switzerland Madrid Protocol	1313570	04/25/16

Issued Registrations

<u>Mark</u>	<u>Country</u>	<u>Regis. No.</u>	<u>Regis. Date</u>
MISCELLANEOUS DESIGN 	Australia Madrid Protocol	1313570	04/25/16
MISCELLANEOUS DESIGN 	Madrid Protocol Australia China European Community India Japan Mexico Norway New Zealand Singapore Switzerland	1313570	04/25/16
MISCELLANEOUS DESIGN 	Japan Madrid Protocol	1313570	02/02/17

<u>Mark</u>	<u>Country</u>	<u>Regis. No.</u>	<u>Regis. Date</u>
MISCELLANEOUS DESIGN 	Singapore Madrid Protocol	1313570	02/02/17
MISCELLANEOUS DESIGN 	United States	5107800	12/27/16
NEWFORMA	Singapore Madrid Protocol	1262112	01/27/16
NEWFORMA	Australia Madrid Protocol	1262112	10/04/16
NEWFORMA	Canada	TMA954049	11/02/16
NEWFORMA	European Community	9006792	09/27/10
NEWFORMA	Madrid Protocol Australia Singapore	1262112	06/01/15
NEWFORMA	United States	3330596	11/06/07
SMART-USE	Canada	TMA884508	08/21/14
SMART-USE	France	13 4033396	01/10/14
SMART-USE	United States	4661685	12/30/14