

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM569751

<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.		03/31/2020	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: 6</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>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>	215.864.8352		
<b>Email:</b>	shorem@ballardspahr.com		
<b>Correspondent Name:</b>	Michael Shore		
<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 19103-7599		
<b>NAME OF SUBMITTER:</b>	Michael S. Shore		
<b>SIGNATURE:</b>	/Michael S. Shore/		
<b>DATE SIGNED:</b>	03/31/2020		

CH \$165.00 2839709

**Total Attachments: 8**

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of March 31, 2020 (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 March 31, 2020 (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 March 31, 2020 (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 Lender 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 Lender 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 Lender 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 attached hereto;

(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 attached hereto;

(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.

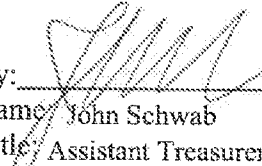
SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the 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:   
Name: John Schwab  
Title: Assistant Treasurer and Chief Financial Officer

VERTEX VAT SOLUTIONS, LLC

By: Vertex Inc., its Sole Member

By: \_\_\_\_\_  
Name: Lisa Butler  
Title: Assistant Treasurer and Chief Accounting Officer

VERTEX DELAWARE, LLC

By: Vertex Inc., its Sole Member

By: \_\_\_\_\_  
Name: Lisa Butler  
Title: Assistant Treasurer and Chief Accounting Officer

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: John Schwab  
Title: Assistant Treasurer and Chief Financial Officer

VERTEX VAT SOLUTIONS, LLC

By: Vertex Inc., its Sole Member

By: *Lisa Butler*  
Name: Lisa Butler  
Title: Assistant Treasurer and Chief Accounting Officer

VERTEX DELAWARE, LLC

By: Vertex Inc., its Sole Member

By: *Lisa Butler*  
Name: Lisa Butler  
Title: Assistant Treasurer and Chief Accounting Officer

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

SCHEDULE I

Patents

None.

Patent Applications

None.



SCHEDULE II

Trademarks

Registered Owner	Mark	Country ID	Application Number	File Date	Registration Number	Registration Date	Renewal Date
Vertex, Inc.	L SERIES	US	76/484,353	1/22/2003	2,839,709	5/11/2004	1/22/2013
Vertex, Inc.	L SERIES	BR	831251921	11/3/2011	831251921	3/10/2015	11/3/2021
Vertex, Inc.	L SERIES	CA	1550935	11/7/2011	846,094	3/13/2013	11/7/2021
Vertex, Inc.	L-SERIES	EU	10403087	11/9/2011	10403087	4/13/2012	11/9/2021
Vertex, Inc.	O SERIES	CA	1550936	11/7/2011	855,997	7/23/2013	11/7/2021
Vertex, Inc.	O SERIES	US	76/484,352	1/22/2003	2,822,585	3/16/2004	1/22/2013
Vertex, Inc.	O SERIES	BR	831251735	11/3/2011	831251735	3/10/2015	11/3/2021
Vertex, Inc.	Pie Logo	EU	010870368	5/9/2012	10870368	10/8/2012	5/9/2022
Vertex, Inc.	Q SERIES	US	76/486,567	1/22/2003	3,081,131	4/18/2006	1/22/2013
Vertex, Inc.	Q SERIES	EU	10403053	11/9/2011	10403053	4/13/2012	11/9/2021
Vertex, Inc.	Q SERIES	CA	1550937	11/7/2011	855,998	7/23/2013	11/7/2021
Vertex, Inc.	Q SERIES	BR	831251930	11/3/2011	831251930	3/10/2015	11/3/2021
Vertex, Inc.	VERTEX	CA	1335087	2/13/2007	748,674	9/25/2009	2/13/2017
Vertex, Inc.	VERTEX	US	76/434,358	7/25/2002	3,089,039	5/9/2006	7/25/2022
Vertex, Inc.	VERTEX	US	75/058,755	2/15/1996	2,033,772	1/28/1997	2/15/2016
Vertex, Inc.	VERTEX	BR	831251816	11/3/2011	831251816	3/10/2015	11/3/2021
Vertex, Inc.	VERTEX	EU	10403137	11/9/2011	10403137	5/12/2012	11/9/2021
Vertex, Inc.	VERTEX & Design	CA	1550941	11/7/2011	TMA872,024	2/24/2014	11/7/2021
Vertex, Inc.	VERTEX & Design	EU	10502061	12/16/2011	10502061	4/26/2012	12/16/2021
Vertex, Inc.	VERTEX & Design	BR	831251778	11/3/2011	831251778	12/24/2014	11/3/2021
Vertex, Inc.	VERTEX ENTERPRISE	US	85/014,815	4/15/2010	4,039,300	10/11/2011	4/15/2020
Vertex, Inc.	VERTEX GLOBAL TAX SOLUTIONS, LTD.	EU	5678123	2/9/2007	5678123	11/26/2007	2/9/2017
Vertex, Inc.	VERTEX Logo (color)	EU	011766375	4/24/2013	011766375	3/22/2014	4/24/2023

<b>Registered Owner</b>	<b>Mark</b>	<b>Country ID</b>	<b>Application Number</b>	<b>File Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Vertex, Inc.	Vertex Value Added Tax O Series	EU	5678313	2/9/2007	5678313	1/15/2008	2/9/2017