

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

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.