

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertex, Inc.		05/20/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	1600 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6241341	TELLUTAX	
Serial Number:	90156936	COMPARITAX	
Registration Number:	6195869	LCR-DIXON	
Registration Number:	5252030	LCR-DIXON	
Registration Number:	5125888	TUESDAY	
Registration Number:	5134330	VENDORECON	
Registration Number:	5079079	DIAGNOSTAX	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2158648352		
Email:	shorem@ballardspahr.com		
Correspondent Name:	Michael S. Shore		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
NAME OF SUBMITTER:	Michael S. Shore		
SIGNATURE:	/Michael S. Shore/		
DATE SIGNED:	05/23/2022		

CH \$190.00 6241341

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of May 20, 2022 (this "Agreement"), among Vertex, Inc. a Delaware 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 by the First Amendment to Loan Documents, dated as of April 3, 2020, and the Second Amendment to Credit Agreement, dated as of March 8, 2022, and as may be further amended, restated, supplemented, or otherwise modified from time to time 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 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 were conditioned upon, among other things, the execution and delivery of the Collateral Agreement. Pursuant to the Collateral Agreement, the Subsidiary Loan Parties, which derived substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement, agreed to execute this Agreement, in order to record the security interest granted to the Administrative Agent for the benefit of the Secured Parties. 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, other than the excluded collateral described in the Collateral Agreement (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 multinational authority, 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 multinational authority, 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 any political subdivision thereof or any multinational authority, 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]

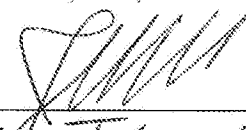
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VERTEX, INC.

By: 
Name: John R. Schwarz
Title: Chief Financial Officer


VERTEX VAT SOLUTIONS, LLC

By: Vertex, Inc., its sole member

By: 
Name: John R. Schwarz
Title: Chief Financial Officer

VERTEX DELAWARE, LLC

By: Vertex, Inc., its sole member

By: 
Name: John R. Schwarz
Title: Chief Financial 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: Vertex, Inc., its sole member

By: _____
Name:
Title:

VERTEX DELAWARE, LLC
By: Vertex, Inc., its sole member

By: _____
Name:
Title:

PNC BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: DANIEL TAKOUSHIAN
Title: S.V.P.



SCHEDULE I

Patents

Title	Jurisdiction	Application No.	Filing Date
Error detection and correction for enterprise resource planning systems	United States	15/863,659	January 5, 2018
Artificial intelligence model for taxability category mapping	United States	17/661,722	May, 2, 2022
Edge provisioned containerized transaction tax engine	United States	17/660,295	April 22, 2022
Computerized value-added tax system	United States	63/362,297	March 31, 2022

SCHEDULE II

Trademarks

Owner	Mark	Registration / Serial Number	Jurisdiction	Registration / Filing Date
Vertex, Inc.	VERTEX WHERE TAXATION MEETS INNOVATION & Design	872,023	CA	2/24/2014
Vertex, Inc.	WHERE TAXATION MEETS INNOVATION	011762201	EU	9/16/2013
Vertex, Inc.	TELLUTAX	6241341	US	1/5/2021
Vertex, Inc.	COMPARITAX	90156936	US	09/03/2020
Vertex, Inc.		6195869	US	11/10/2020
Vertex, Inc.		5252030	US	7/25/2017
Vertex, Inc.	TUESDAY	5125888	US	1/17/2017
Vertex, Inc.	VENDORECON	5134330	US	1/31/2017
Vertex, Inc.	DIAGNOSTAX	5079079	US	11/8/2016