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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

.1 ETAS ID: TM813285

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Qoppa Software, LLC		05/26/2023	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, as collateral agent	
Street Address:	1585 Broadway, 39th Floor	
City: New York		
State/Country:	NEW YORK	
Postal Code: 10036		
Entity Type: Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	4054929	QOPPA SOFTWARE	

CORRESPONDENCE DATA

Fax Number: 3125774565

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.

Phone: 312-577-8265

Email: kristin.brozovic@katten.com
Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	393033-80	
NAME OF SUBMITTER:	Kristin Brozovic	
SIGNATURE:	/Kristin Brozovic/	
DATE SIGNED:	05/26/2023	

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of May 26, 2023, is made by Qoppa Software, LLC, a Georgia limited liability company (the "Grantor"), in favor of MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC ("MS"), as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of July 15, 2021 (such agreement, (i) as amended by that certain First Incremental Amendment to Credit Agreement, dated as of March 24, 2022, (ii) as further amended by that certain Second Amendment to Credit Agreement, dated as of August 8, 2022, (iii) as further amended by that certain Third Incremental Amendment to Credit Agreement, dated as of March 21, 2023, (iv) as further amended by that certain Fourth Amendment to Credit Agreement dated as of April 19, 2023 and (v) as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among (a) Apryse Software Corp. (formerly known as PDFTron US Acquisition Corp.), a Delaware corporation (the "US Borrower"), (b) Apryse Software Inc. (formerly known as PDFTron Systems Inc.), a British Columbia corporation (the "Canadian Borrower"), (c) Apryse Belgium AcquisitionCo NV (formerly known as PDFTron Belgium AcquisitionCo NV), a public limited liability company (naamloze vennootschap/société anonyme) organized and existing under the laws of Belgium (the "Belgian Borrower" and together with the US Borrower and the Canadian Borrower, each a "Borrower" and collectively, the "Borrowers"), (d) Apryse Global Holdco, LP (formerly known as PDFTron Global HoldCo, LP), a Delaware limited partnership ("Holdings"), (e) the other Credit Parties party thereto from time to time, (f) the Lenders party thereto from time to time and (g) MS, as Administrative Agent and as Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of July 15, 2021, in favor of the Collateral Agent (such agreement, together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrowers and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrowers and/or their Restricted Subsidiaries or Secured Hedge Agreements with the Borrowers and/or their Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the the Security Agreement or, if not defined therein, the Credit Agreement.

- 2. <u>Grant of Security Interest</u>. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on <u>Schedule A</u> hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "<u>Collateral</u>"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; <u>provided</u> that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.
- 3. <u>Purpose</u>. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
- 4. <u>Acknowledgment</u>. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement, the terms of the Credit Agreement, the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
- 5. <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words "execution," "execute", "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
- 6. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
- 7. <u>GOVERNING LAW.</u> THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

QOPPA SOFTWARE, LLC,

a Georgia limited liability company, as the Grantor

--- DocuSigned by:

By: Cassidy Smirnow
Name: Cassidy Smirnow Title: Chief Executive Officer

Signature Page to Grant of Security Interest in Trademark Rights

MS PRIVATE CREDIT ADMINISTRATIVE SERVICES

LLC, as the Collateral Agent

Name: Rebecca Shaoul Title: Authorized Signer

SCHEDULE A

U.S. Trademark Registrations and Applications

	APPLICATION NUMBER AND	REGISTRATION NUMBER AND	
OWNER	DATE	DATE	TRADEMARK
Qoppa Software,	85124379	4054929	QOPPA SOFTWARE
LLC	09/07/2010	11/15/2011	

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RECORDED: 05/26/2023