

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABBYY Inc.		08/14/2023	Corporation: DELAWARE
ABBYY USA Software House Inc.		08/14/2023	Corporation: CALIFORNIA
ABBYY Development Inc.		08/14/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as agent		
Street Address:	1800 Century Park East		
Internal Address:	Suite 1300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3174826	FLEXICAPTURE	
Registration Number:	3847064	ABBYY PDF TRANSFORMER	
Registration Number:	3629420	FINEREADER	
Registration Number:	3664284	ADAPTIVE DOCUMENT RECOGNITION TECHNOLOGY	
Registration Number:	3346919	ABBYY	
Registration Number:	4089352	LINGVO	
Registration Number:	6005010	ABBYY VANTAGE	
Registration Number:	6013820	ABBYY VANTAGE	
Registration Number:	5260122	ABBYY COMPARATOR	
Registration Number:	6585650	VANTAGE	
Registration Number:	6578948	VANTAGE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

OP \$290.00 3174826

Phone: 714.668.6200
Email: johnkline@paulhastings.com
Correspondent Name: John Kline
Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER: John Kline

SIGNATURE: /s/ John Kline

DATE SIGNED: 08/14/2023

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 14th day of August, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 14, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **ABBY INC.**, a Delaware corporation (“Parent”), **ABBY DEVELOPMENT INC.**, a Delaware corporation (“ABBY Development”), **ABBY USA SOFTWARE HOUSE INC.**, a California corporation (together with **ABBY Development** and any other Person that joins the Credit Agreement as a Borrower in accordance with the terms thereof, each individually, a “Borrower”, and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its permitted successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 14, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks including those referred to on Schedule I and all Trademark Intellectual Property Licenses to which it is a party;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. EXCLUDED COLLATERAL. Notwithstanding anything to the contrary in this Trademark Security Agreement, none of the Excluded Collateral shall constitute Trademark Collateral.

4. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery

of an executed counterpart of a signature page of this Trademark Security Agreement will be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

8. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER, SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ABBY INC., a Delaware corporation

DocuSigned by:

By: _____

Robert Youngjohns

Name: Robert Youngjohns

Title: President

ABBY USA SOFTWARE HOUSE INC., a California corporation

By: _____

Name: Paula Sanders

Title: President

ABBY DEVELOPMENT INC., a Delaware corporation

By: _____

Name: Gabrielle Lukianchuk

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ABBY INC., a Delaware corporation

By: _____

Name: Robert Youngjohns

Title: President

ABBY USA SOFTWARE HOUSE INC., a California corporation

By: _____
DocuSigned by:
Paula Sanders
6D3262C5073B47E...

Name: Paula Sanders

Title: President

ABBY DEVELOPMENT INC., a Delaware corporation

By: _____

Name: Gabrielle Lukianchuk

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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GRANTORS:

ABBYY INC., a Delaware corporation

By: _____

Name: Robert Youngjohns

Title: President

ABBYY USA SOFTWARE HOUSE INC., a California corporation

By: _____

Name: Paula Sanders

Title: President

ABBYY DEVELOPMENT INC., a Delaware corporation

DocuSigned by:

Gabrielle Lukianchuk

By: _____

Name: Gabrielle Lukianchuk

Title: President


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008167 FRAME: 0234

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: 
Name: Luke Johnson
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

[See Attached]

Trademarks (USA)

Trademark	Reg. Number	Reg. Date	Expiration date	Nice Class	Holder
FLEXICAPTURE	3174826	November 21, 2006	November 21, 2026	9, 42	Abbyy Development Inc.
ABBYY PDF TRANSFORMER	3847064	September 14, 2010	September 14, 2030	9	Abbyy Development Inc.
FINEREADER	3629420	June 2, 2009	June 2, 2029	9	Abbyy Development Inc.
ADAPTIVE DOCUMENT RECOGNITION TECHNOLOGY	3664284	August 4, 2009	August 4, 2029	9	ABBYY INC ¹
ABBYY	3346919	December 4, 2007	December 6, 2027	9	Abbyy Development Inc.
LINGVO	4089352	January 24, 2012	January 26, 2032	9	ABBYY INC
ABBYY LINGVO	953958/4107249	10/1/2007	10/1/2027	9	ABBYY INC
FLEXILAYOUT	848596/3206353	3/31/2004	3/31/2024	9, 42	Abbyy Development Inc.
ABBYY Vantage	6005010	March 10, 2020	March 10, 2030	42	Abbyy Development Inc.
ABBYY Vantage	6013820	March 17, 2020	March 17, 2030	9, 38	Abbyy Development Inc.
ABBYY COMPARATOR	5260122	August 8, 2017	August 8, 2027	9	ABBYY INC
Vantage	6585650	December 14, 2021	December 14, 2031	42	Abbyy Development Inc.
Vantage	6578948	December 7, 2021	December 7, 2031	9, 38	Abbyy Development Inc.
NEOML	1557884/6399963	June 29, 2021	June 29, 2027	9	Abbyy Development Inc.

¹ Trademark registrations identified for ABBYY INC are legally owned by that entity, although their record owner at USPTO is ABBYY PLC. ABBYY PLC was re-domiciled to the US State of Delaware as ABBYY INC on Jan 25, 2023, but the records at USPTO have not been updated to reflect the re-domiciling.

TRADEMARK