

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM867527

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vroman Systems, Inc.		01/10/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First-Citizens Bank & Trust Company as Administrative Agent		
<b>Street Address:</b>	75 N. Fair Oaks Avenue (CLAS PAS-04-02)		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91103		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5146540	FORMSITE	
<b>Registration Number:</b>	6384558		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147467777		
<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>	2147467700		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Kayley Bacigalupo		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	200 Crescent Court, Suite 300		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-6950		
<b>ATTORNEY DOCKET NUMBER:</b>	K. Bacigalupo-40171.0008		
<b>NAME OF SUBMITTER:</b>	Kayley Bacigalupo		
<b>SIGNATURE:</b>	/Kayley Bacigalupo/		
<b>DATE SIGNED:</b>	01/11/2024		
<b>Total Attachments: 5</b>			
source=Formstack (Vroman Joinder) - Trademark Security Agreement Executed#page1.tif			
source=Formstack (Vroman Joinder) - Trademark Security Agreement Executed#page2.tif			
source=Formstack (Vroman Joinder) - Trademark Security Agreement Executed#page3.tif			

CH \$65.00 5146540

source=Formstack (Vroman Joinder) - Trademark Security Agreement Executed#page4.tif

source=Formstack (Vroman Joinder) - Trademark Security Agreement Executed#page5.tif

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of January 10, 2024, is entered into by the signatory listed as grantor on the signature page hereto (the "Grantor"), and First-Citizens Bank & Trust Company (the "Assignee"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of November 17, 2020 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), by and among, *inter alios*, Formstack Intermediate Co., a Delaware corporation ("Holdings"), Formstack Acquisition Co., a Delaware corporation (the "Borrower"), the other grantors from time to time party thereto and the Assignee, and (ii) that certain Credit Agreement, dated as of November 17, 2020 (as amended by that certain First Amendment to Credit Agreement, dated as of November 17, 2022, that certain Waiver and Second Amendment to Credit Agreement, dated as of May 22, 2023, and as further amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), by and among, *inter alios*, Holdings, the Borrower, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto (except to the extent that any such Trademark does not constitute Collateral pursuant to the Guarantee and Collateral Agreement) as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located (including, without limitation, the Trademarks referred to on Schedule A but excluding any Trademarks that do not constitute Collateral pursuant to the Guarantee and Collateral Agreement), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks registered with the United States Patent and Trademark Office existing as of the date hereof (except to the extent that any such Trademark does not constitute Collateral pursuant to the Guarantee and Collateral Agreement).

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement pursuant to an Assumption Agreement entered into concurrently herewith. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. The Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

FIRST-CITIZENS BANK & TRUST COMPANY,  
as Administrative Agent



By: \_\_\_\_\_

Name: Dwayne Shuler

Title: Managing Director

GRANTOR:

VROMAN SYSTEMS, INC.

By: 

Name: Jennifer Zador

Title: Secretary and General Counsel

**SCHEDULE A**

**U.S. REGISTERED TRADEMARKS**

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
Vroman Systems, Inc.	U.S.	5146540	February 21, 2017	FORMSITE
Vroman Systems, Inc.	U.S.	6384558	June 15, 2021	