

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI91666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEAD Technologies, Inc.		03/13/2024	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Company 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: 5			
Property Type	Number	Word Mark	
Registration Number:	5395302	MEDICOR IMAGING	
Registration Number:	3286078	MIPACS	
Registration Number:	1813528	LEADTOOLS	
Registration Number:	1811959	LEADVIEW	
Registration Number:	1719402	LEAD	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	3125778265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic		
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:	03/13/2024		

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Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 13, 2024, is made by LEAD Technologies, Inc., a North Carolina corporation (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, (v) as further amended by that certain Fifth Incremental Amendment to Credit Agreement, dated as of January 24, 2024 and (vi) as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among (a) Apyrse Software Corp. (formerly known as PDFTron US Acquisition Corp.), a Delaware corporation (the “US Borrower”), (b) Apyrse Software Inc. (formerly known as PDFTron Systems Inc.), a British Columbia corporation (the “Canadian Borrower”), (c) Apyrse 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) Apyrse 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. Definitions. 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 Security Agreement or, if not defined therein, the Credit Agreement.

2. Grant of Security Interest. 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 Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), 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; provided 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. Purpose. 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. Acknowledgment. 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 shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. 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.

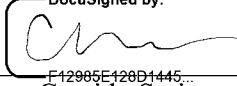
7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

TRADEMARK
REEL: 008371 FRAME: 0545

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

LEAD TECHNOLOGIES, INC.,
a North Carolina corporation

DocuSigned by:

By: _____
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**

By: 
Name: Rebecca Shaoul
Title: Authorized Signer

SCHEDULE A

U.S. Trademark Registrations and Applications

Registered Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
MEDICOR IMAGING	USA	87513027 06/30/2017	5395302 02/06/2018	LEAD Technologies, Inc.
MIPACS	USA	78861520 04/14/2006	3286078 08/28/2007	LEAD Technologies, Inc.
LEADTOOLS	USA	74366350 03/09/1993	1813528 12/28/1993	LEAD Technologies, Inc.
LEADVIEW	USA	74366349 03/09/1993	1811959 12/21/1993	LEAD Technologies, Inc.
LEAD	USA	74154526 04/05/1992	1719402 09/22/1992	LEAD Technologies, Inc.