

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI128623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vroman Systems, Inc.		03/28/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MS Private Credit Administrative Services LLC, as Administrative Agent		
Street Address:	1585 Broadway, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6384558		
Registration Number:	5146540	FORMSITE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	2138918886		
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Rhonda DeLeon		
Address Line 1:	Latham & Watkins LLP, 355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049270-0303		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	Rhonda DeLeon		
DATE SIGNED:	03/28/2024		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 28, 2024, (this "Agreement"), by Formstack, LLC, an Indiana limited liability company ("Formstack, LLC"), Vroman Systems, Inc., a Delaware corporation ("Vroman"), and Formstack Acquisition Co., a Delaware corporation (the "Borrower" and, together with Formstack, LLC and Vroman, each, a "Grantor"), in favor of MS Private Credit Administrative Services LLC, as administrative agent for the Lenders (as defined in the Credit Agreement referred to below) and collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacities and together with its permitted successors and assigns, the "Administrative Agent").

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties (as defined in the Credit Agreement referred to below) party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), by and among Formstack Intermediate Co., a Delaware corporation, the Borrower, the Lenders from time to time party thereto and the Administrative Agent.

Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto and all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security 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 Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination or Release. In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 6. 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 by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby 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.

[Signature Page Follows]








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

FORMSTACK, LLC
VROMAN SYSTEMS, INC.
FORMSTACK ACQUISITION CO.

By: *Aled Miles*
Name: Aled Miles
Title: President and Chief Executive Officer

SCHEDULE I

Registered Trademarks

Owner Name	Trademark	Registration Date	Registration Number
Formstack, LLC	FORMSTACK	7/20/2021	6426994
Vroman Systems, Inc.		6/15/2021	6384558
Formstack Acquisition Co.		9/1/2020	6141449
Formstack Acquisition Co.		9/1/2020	6141450
Formstack Acquisition Co.		9/1/2020	6141451
Formstack Acquisition Co.		9/1/2020	6141453
Formstack Acquisition Co.	FORMSTACK WORKFLOWS	9/8/2020	6146812
Formstack Acquisition Co.	FORMSTACK DOCUMENTS	9/8/2020	6146728
Formstack Acquisition Co.	FORMSTACK SYNC	9/8/2020	6146729
Formstack Acquisition Co.	FORMSTACK SIGN	9/8/2020	6146730
Formstack Acquisition Co.	STASH	9/1/2020	6141355
Formstack Acquisition Co.	INSURESIGN	7/28/2020	6115300
Formstack, LLC		11/5/2019	5902320
Formstack Acquisition Co.	QUICKTAPSURVEY	5/30/2017	5212627
Vroman Systems, Inc.	FORMSITE	2/21/2017	5146540
Formstack Acquisition Co.	WEBMERGE	8/23/2016	5026368
Formstack, LLC		8/5/2014	4579709
Formstack, LLC	FORMSTACK	10/26/2010	3867339

Trademark Applications

None.