OP \$465.00 470243

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM609224

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Formstack Acquisition Co.		11/17/2020	Corporation: DELAWARE
FORMSTACK, LLC		11/17/2020	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4702434	INSURE SIGN
Registration Number:	5026368	WEBMERGE
Registration Number:	5212627	QUICKTAPSURVEY
Registration Number:	6115300	INSURESIGN
Registration Number:	6146728	FORMSTACK DOCUMENTS
Registration Number:	6146729	FORMSTACK SYNC
Registration Number:	6146730	FORMSTACK SIGN
Registration Number:	6141355	STASH
Registration Number:	6141449	
Registration Number:	6141450	
Registration Number:	6141451	
Registration Number:	6141453	
Registration Number:	6146812	FORMSTACK WORKFLOWS
Registration Number:	3867339	FORMSTACK
Registration Number:	4579709	
Registration Number:	5902320	F
Serial Number:	88800566	PORTALS
Serial Number:	88800638	DOCUMENTS
		TRADEMARK

900580616 REEL: 007108 FRAME: 0601

<u>IRADEMARK</u>

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1290470 TM
NAME OF SUBMITTER:	Sarah Mackin
SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	11/17/2020

Total Attachments: 6

source=Closing Copy - I04. Trademark Security Agreement - Formstack#page1.tif source=Closing Copy - I04. Trademark Security Agreement - Formstack#page2.tif source=Closing Copy - I04. Trademark Security Agreement - Formstack#page3.tif source=Closing Copy - I04. Trademark Security Agreement - Formstack#page4.tif source=Closing Copy - I04. Trademark Security Agreement - Formstack#page5.tif source=Closing Copy - I04. Trademark Security Agreement - Formstack#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 17, 2020, is entered into by and between each of the signatories listed as grantor on the signature page hereto (each and together, jointly and severally, the "Grantor"), and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantor and certain of the Grantor's affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), by and among Formstack Intermediate Co., a Delaware corporation, Formstack Acquisition Co., a Delaware corporation, 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. <u>Grant of Security Interest</u>

- (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. 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. <u>Modifications</u>

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. <u>Counterparts</u>

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:

SILICON VALLEY BANK,

as Administrative Agent

GRANTORS:

FORMSTACK ACQUISITION CO. FORMSTACK, LLC

By:

Name: Chris Byers Title: President and Chief Executive Officer

$\underline{\textbf{SCHEDULE}\; \textbf{A}}$

U.S. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Jurisdiction</u>	Registration No.	Registration Date	<u>Mark</u>
Formstack Acquisition Co.	U.S	4702434	3/17/2015	INSURE SIGN
Formstack Acquisition Co.	U.S	5026368	8/23/2016	WEBMERGE
Formstack Acquisition Co.	U.S	5212627	5/30/2017	QUICKTAPSURVEY
Formstack Acquisition Co.	U.S	6115300	7/28/2020	INSURESIGN
Formstack Acquisition Co.	U.S	6146728	9/8/2020	FORMSTACK DOCUMENTS
Formstack Acquisition Co.	U.S	6146729	9/8/2020	FORMSTACK SYNC
Formstack Acquisition Co.	U.S	6146730	9/8/2020	FORMSTACK SIGN
Formstack Acquisition Co.	U.S	6141355	9/1/2020	STASH
Formstack Acquisition Co.	U.S	6141449	9/1/2020	(Design Only)
Formstack Acquisition Co.	U.S	6141450	9/1/2020	(Design Only)
Formstack Acquisition Co.	U.S	6141451	9/1/2020	(Design Only)
Formstack Acquisition Co.	U.S	6141453	9/1/2020	(Design Only)
Formstack Acquisition Co.	U.S	6146812	9/8/2020	FORMSTACK WORKFLOWS
Formstack, LLC	U.S.	3867339	10/26/2010	FORMSTACK

Grantor	Jurisdiction	Registration No.	Registration Date	<u>Mark</u>
Formstack, LLC	U.S.	4579709	8/5/2014	(Design Only)
Formstack, LLC	U.S.	5902320	11/5/2019	F Stylized

U.S. Pending Trademarks

Grantor	<u>Jurisdiction</u>	Application No.	Application Date	<u>Mark</u>
Formstack Acquisition Co.	<u>U.S.</u>	<u>88/800566</u>	<u>2/18/2020</u>	<u>PORTALS</u>
Formstack Acquisition Co.	U.S	88/800638	2/18/2020	DOCUMENTS

ny-1988872

RECORDED: 11/17/2020