# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM330542

**SUBMISSION TYPE: NEW ASSIGNMENT** 

First Lien Security Agreement **NATURE OF CONVEYANCE:** 

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Accuvant Inc.		01/28/2015	CORPORATION: DELAWARE
Accuvant Federal Solutions Inc.		01/28/2015	CORPORATION: MARYLAND
FishNet Security, Inc		01/28/2015	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Goldman Sachs Bank USA, as collateral agent	
Street Address:	200 West Street, 16th Floor. Attention: SBD Operations	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10282	
Entity Type:	Bank: UNITED STATES	

**PROPERTY NUMBERS Total: 14** 

Property Type	Number	Word Mark
Registration Number:	4036823	ACCUVANT
Registration Number:	4036824	ACCUVANT
Registration Number:	3960004	SECURITY OBJECTS
Registration Number:	3764618	CIPHENT
Registration Number:	4356455	6LABS
Registration Number:	4399610	CARE
Registration Number:	4456557	CLAB
Registration Number:	4459079	CYBERBOT
Registration Number:	4480344	ISWAT
Registration Number:	4466480	THREATCOLLECTOR
Registration Number:	4307964	THREATDETECT
Registration Number:	4307963	THREATPROTECT
Registration Number:	3219901	
Serial Number:	85937140	IAM5

## **CORRESPONDENCE DATA**

Fax Number:

TRADEMARK

**REEL: 005449 FRAME: 0853** 900314214

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.

Email: marina.kelly@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	01/30/2015		

#### **Total Attachments: 9**

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### FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of January 28, 2015, by ACCUVANT, INC., ACCUVANT FEDERAL SOLUTIONS INC. and FISHNET SECURITY, INC. (each, a "Grantor" and collectively, the "Grantors"), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Collateral Agent").

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the Grantors are party to a First Lien Credit Agreement dated as of January 28, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors are party to a First Lien Security Agreement dated as of January 28, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms.</u> Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:
  - (a) registered Trademarks and Trademarks with respect to which applications for registration are pending of such Grantor listed on Schedule I attached hereto.
- SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to each Grantor an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement

by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. <u>Intercreditor Agreements</u>. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement shall govern. In the event of any conflict or inconsistency between the terms of the Security Agreement and an Intercreditor Agreement, the provisions of that Intercreditor Agreement shall govern.

[Signature pages follow.]

ACC	UVANT	, INC., as Grantor
Ву:	Name: Title:	Daniel D. Burns Chief Executive Officer
ACC Gran		FEDERAL SOLUTIONS INC., as
Ву:	Name: Title:	Edward S. Wittman President, Secretary, Treasurer
FISH	INET SI	ECURITY, INC., as Grantor

Name: Daniel D. Burns

Title: Chief Executive Officer

y:	Name:	Daniel D. Burns
	Title:	Chief Executive Officer
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y:		
	Name:	Edward S. Wittman
	Title:	President, Secretary, Treasurer
SE	INET SE	CURITY, INC., as Grantor
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J.		Daniel D. Burns Chief Executive Officer

GOLDMAN SACHS BANK USA, as Collateral Agent

By:

Name:

Title:

Charles D. Johnston Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

# Schedule I Trademark Registrations and Use Applications

[See Attached]

# **Trademarks:**

					Intl.	
#	Trademark	Database	Status	App./Reg. No.	Class	Owner
1	ACCUVANT	United States Patent & Trademark Office	Registered	4,036,823	35, 42, 45	Accuvant, Inc.
2	ACCUVANT	United States Patent & Trademark Office	Registered	4,036,824	35, 42, 45	Accuvant, Inc.
3	Security Objects	United States Patent & Trademark Office	Registered	3,960,004	9	Accuvant Federal Solutions Inc.
4	Ciphent	United States Patent & Trademark Office	Registered	3,764,618	9, 42	Accuvant Federal Solutions Inc.
5	6LABS	United States Patent & Trademark Office	Registered	4,356,455	41, 45	FishNet Security, Inc.
6	漆CARE	United States Patent & Trademark Office	Registered	4,399,610	9	FishNet Security, Inc.
7	CLAB	United States Patent & Trademark Office	Registered	4,456,557	42	FishNet Security, Inc.
8	CyberBOT	United States Patent & Trademark Office	Registered	4,459,079	41	FishNet Security, Inc.
9	IAM5	United States Patent & Trademark Office	Pending – Amended to Supplemental Register October 10, 2014	85-937140	42	FishNet Security, Inc.
10	ISWAT	United States Patent & Trademark Office	Registered	4,480,344	41	FishNet Security, Inc.
11	ThreatCollector	United States Patent & Trademark Office	Registered	4,466,480	9	FishNet Security, Inc.
12	THREATDETECT	United States Patent & Trademark Office	Registered	4,307,964	42	FishNet Security, Inc.

13	THREATPROTECT	United States Pa- tent & Trademark Office	Registered	4,307,963	42	FishNet Security, Inc.
14		United States Patent & Trademark Office	Registered	3,219,901	41, 42	FishNet Security, Inc.

**RECORDED: 01/30/2015**