

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414846

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interests in Trademark Rights

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Optiv Inc.		02/01/2017	Corporation: DELAWARE
Optiv Security Inc.		02/01/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	3 Park Plaza
<b>Internal Address:</b>	Suite 900
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92614
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	86579559	OPTIV
Serial Number:	86579579	OPTIV CYBERSECURITY
Serial Number:	86633787	OPTIV
Serial Number:	86579587	OPTIV SECURITY
Serial Number:	86579599	OPTIV SECURITY GROUP
Serial Number:	86633793	OPTIV SECURITY
Registration Number:	4036823	ACCUVANT
Registration Number:	4036824	ACCUVANT
Serial Number:	86579630	TALEN
Registration Number:	4356455	6LABS
Registration Number:	4307964	THREATDETECT
Registration Number:	4307963	THREATPROTECT
Registration Number:	4466480	THREATCOLLECTOR
Registration Number:	4480344	ISWAT
Registration Number:	4664949	IAM5
Registration Number:	4459079	CYBERBOT
Registration Number:	4456557	CLAB

OP \$490.00 86579559

Property Type	Number	Word Mark
Registration Number:	4399610	CARE
Registration Number:	3219901	

**CORRESPONDENCE DATA**

**Fax Number:** 8602402834

*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:** 8602402834

**Email:** nicole.pappa@morganlewis.com

**Correspondent Name:** Nicole Pappa

**Address Line 1:** One State Street

**Address Line 4:** Hartford, CONNECTICUT 06037

<b>NAME OF SUBMITTER:</b>	Nicole Pappa
<b>SIGNATURE:</b>	//Nicole Pappa//
<b>DATE SIGNED:</b>	02/03/2017

**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 February 1, 2017, is made by each of Optiv Inc., a Delaware corporation, and Optiv Security Inc., a Delaware corporation (each, a "Grantor" and, together, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the "Agent") for the benefit of the Secured Parties in connection with that certain ABL Credit Agreement, dated as of February 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Olive Holdings, Inc., a Delaware corporation ("Holdings"), Olive Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Holdings ("Merger Sub"), which, on the Closing Date, shall be merged with Optiv Inc. (the "Company" and, following the consummation of the Merger, the "Borrower"), the Company, the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders") and JPMorgan Chase Bank N.A., as Letter of Credit Issuer and Swingline Lender and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Swingline Lender has agreed to extend credit to the Borrower in the form of Swingline Loans, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered the ABL Security Agreement, dated as of February 1, 2017 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement") among the Grantors, Holdings, the other grantors party thereto and the Agent;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the 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 Borrower the Letter of Credit Issuers to issue their respective Letters of Credit and the Swingline Lender to extend Swingline Loans to the Borrower, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the 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 Credit Agreement and the Security 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 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.

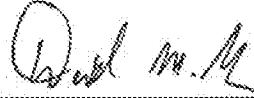
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

OPTIV INC.

By:

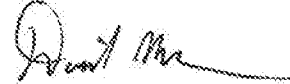


\_\_\_\_\_  
Name: David Roshak

Title: Vice President

OPTIV SECURITY INC.

By:



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Name: David Roshak

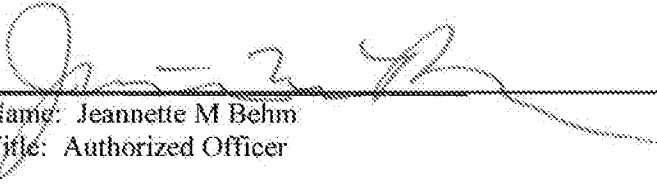
Title: Treasurer

{Signature Page to Grant of Security Interest in Trademark Rights (ABL)}

**TRADEMARK**  
**REEL: 005981 FRAME: 0583**

JPMORGAN CHASE BANK, N.A.,  
as the Agent

By:



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Name: Jeannette M Behm  
Title: Authorized Officer

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**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Optiv Inc.	86579559		<b>OPTIV</b>
Optiv Inc.	86579579		<b>OPTIV CYBERSECURITY</b>
Optiv Inc.	86633787		<b>OPTIV</b>
Optiv Inc.	86579587		<b>OPTIV SECURITY</b>
Optiv Inc.	86579599		<b>OPTIV SECURITY GROUP</b>
Optiv Inc.	86633793		<b>OPTIV SECURITY</b>
Optiv Security Inc.	77945928	4036823	<b>ACCUVANT</b>
Optiv Security Inc.	77945935	4036824	<b>ACCUVANT</b>
Optiv Inc.	86579630		<b>TALEN</b>
Optiv Security Inc.	85602272	4356455	<b>6LABS</b>
Optiv Security Inc.	85602313	4307964	<b>THREATDETECT</b>
Optiv Security Inc.	85602291	4307963	<b>THREATPROTECT</b>
Optiv Security Inc.	85968472	4466480	<b>THREATCOLLECTOR</b>
Optiv Security Inc.	85941116	4480344	<b>ISWAT</b>
Optiv Security Inc.	85937140	4664949	<b>IAM5</b>
Optiv Security Inc.	85937152	4459079	<b>CYBERBOT</b>
Optiv Security Inc.	85841848	4456557	<b>CLAB</b>
Optiv Security Inc.	85836559	4399610	<b>C.A.R.E.</b>
Optiv Security Inc.	78857610	3219901	<b>Miscellaneous Design</b> <b>FISHNET SECURITY INC</b>