

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656924

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Keyfactor, Inc.		06/29/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC bank, national association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5886607	KEYFACTOR	
<b>Registration Number:</b>	5984739	VSCEP	
<b>Registration Number:</b>	5541727	CSS	
<b>Registration Number:</b>	5667014	IT'S YOUR PKI	
<b>Registration Number:</b>	5541726	CSS	
<b>Registration Number:</b>	5192520	TRUST EVERY DEVICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-21037		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		

OP \$165.00 5886607

<b>DATE SIGNED:</b>	06/30/2021
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**Total Attachments: 5**

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**NOTICE OF SECURITY INTERESTS IN TRADEMARKS**

NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of June 29, 2021 (this "Trademark Security Agreement"), made by KEYFACTOR, INC., a Delaware corporation (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders ("Grantee").

WHEREAS, the Grantor has adopted, used and is using the trademarks listed opposite the Grantor's name on the annexed Schedule 1, annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor is obligated to Grantee, and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the "Credit Agreement"), by and among the Grantor and such other Persons as may hereafter become Borrowers thereunder, KF INTERMEDIATE, INC., a Delaware corporation, PRIMEKEY PARENT, LLC, a Delaware limited liability company, PK GOLDEN HAMMER HOLDINGS AB, a Swedish limited liability company ("Swedish Bidco"), CRYPTO WORKSHOP LLC, a Delaware limited liability company, PRIMEKEY INC., a Delaware corporation, C2 COMPANY, a California corporation and such other Persons as may hereafter become Guarantors thereunder, the Persons which are now or which hereafter become a lender thereunder and Grantee for the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted to Grantee a security interest in all right, title and interest of the Grantor in and to its general intangibles, including, without limitation, the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is PNC Bank, National Association, 301 Fayetteville Street, Suite 2100, Raleigh, NC 27601, Attention: Relationship Manager.

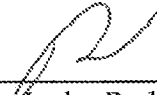
THIS TRADEMARK SECURITY AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

*[signature page follows]*

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

**KEYFACTOR, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

  
Name: Jordan Rackie

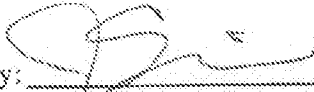
Title: Chief Executive Officer and President

[Signature Page to Security Agreement (Trademark)]

**TRADEMARK**  
**REEL: 007340 FRAME: 0165**

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Grantee

By:   
Name: J. Patrick Simpson  
Title: Senior Vice President

Signature Page to Security Agreement (Trademarks)

**SCHEDULE I TO SECURITY AGREEMENT**

**TRADEMARKS**

<b><u>MARK</u></b>	<b><u>RECORD OWNER</u></b>	<b><u>REG DATE</u></b>	<b><u>REG#</u></b>
KEYFACTOR	Keyfactor, Inc.	10/15/2019	5886607
VSCEP	Keyfactor, Inc.	2/11/2020	5984739
CSS	Keyfactor, Inc.	8/14/2018	5541727
IT'S YOUR PKI	Keyfactor, Inc.	1/29/2019	5667014
CSS	Keyfactor, Inc.	8/14/2018	5541726
TRUSTEVERYDEVICE	Keyfactor, Inc.	4/25/2017	5192520

Security Agreement (Trademarks)

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