

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accuvant, Inc.		04/22/2014	CORPORATION: DELAWARE
Accuvant Federal Solutions Inc.		04/22/2014	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as Collateral Agent		
Street Address:	Eleven Madison Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4036823	ACCUVANT	
Registration Number:	4036824	ACCUVANT	
Registration Number:	3960004	SECURITY OBJECTS	
Registration Number:	3764618	CIPHENT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	04/23/2014		
Total Attachments: 7			
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TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of April 22, 2014, (this “**Agreement**”), among ACCUVANT, INC. a Delaware corporation (“**Accuvant**”) and ACCUVANT FEDERAL SOLUTIONS INC., a Maryland corporation (“**Federal Solutions**”) and together with Accuvant, the “**Grantors**” and each a “**Grantor**”) and CREDIT SUISSE AG, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Intellectual Property Security Agreement dated as of April 22, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”), among ACCUVANT MIDCO LLC, a Delaware limited liability company (the “**Parent**”), ACCUVANT FINANCE LLC, a Delaware limited liability company (the “**Borrower**”), the subsidiaries of the Borrower from time to time party hereto and the Collateral Agent and (b) the Term Loan Credit Agreement dated as of April 22, 2014 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other guarantors from time to time party thereto, Credit Suisse AG, as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Intellectual Property Security Agreement. The rules of construction specified in Section 1.01(b) of the Intellectual Property Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor, pursuant to the Intellectual Property Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by such Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trade-

mark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks,

provided that each Grantor does not grant to the Collateral Agent, its successors and assigns a security interest in, all right, title or interest in or to applications in the United States Patent and Trademark Office to register Trademarks on the basis of any of such Grantor’s “intent-to-use” such Trademarks unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office with respect thereto,

SECTION 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 interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Intellectual Property Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Intellectual Property 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 Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

[Remainder of this page intentionally left blank]

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


ACCUVANT FINANCE LLC,
as the Borrower

By: David Johnson
Name: David Johnson
Title: President

ACCUVANT MIDCO LLC,
as Parent

By: David Johnson
Name: David Johnson
Title: President

ACCUVANT FEDERAL SOLUTIONS INC.

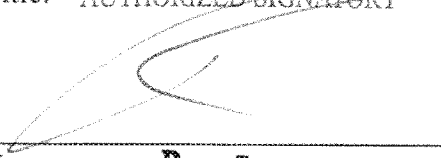
By: 
Name: Edward S. Wittman
Title: President, Secretary and Treasurer

ACCUVANT, INC.

By: 
Name: Daniel D. Burns
Title: Chief Executive Officer

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**
as Collateral Agent



By: 
Name: VIPUL DHADDA
Title: AUTHORIZED SIGNATORY

By: 
Name: **Ryan Long**
Title: **Authorized Signatory**

[Signature Page to Trademark Short Form Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	Reg. No./ App. No.
ACCUVANT	United States	Accuvant, Inc.	4,036,823
	United States	Accuvant, Inc.	4,036,824
Security Objects	United States	Accuvant Federal Solutions Inc.	3,960,004
	United States	Accuvant Federal Solutions Inc.	3,764,618