

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM313654

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS - TERM
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KROLL ASSOCIATES, INC.		07/03/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	GOLDMAN SACHS BANK USA
<b>Street Address:</b>	200 WEST STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282
<b>Entity Type:</b>	CHARTERED BANK: NEW YORK

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	1891452	CORPORATE RISK INTERNATIONAL CRI

## CORRESPONDENCE DATA

**Fax Number:** 7147558290

*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:** 714-540-1235

**Email:** ipdocket@lw.com

**Correspondent Name:** LATHAM & WATKINS LLP

**Address Line 1:** 650 TOWN CENTER DRIVE, SUITE 2000

**Address Line 4:** COSTA MESA, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	049646-0149
<b>NAME OF SUBMITTER:</b>	Anna T Kwan
<b>SIGNATURE:</b>	/ATK/
<b>DATE SIGNED:</b>	08/11/2014

## Total Attachments: 5

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TRADEMARK



**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST  
IN TRADEMARKS – TERM**

This NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS – TERM, dated as of July 3, 2014 (this “Agreement”), among KROLL ASSOCIATES, INC. (“Grantor”), and GOLDMAN SACHS BANK USA, as Collateral Agent (the “Collateral Agent”) for the Secured Parties.

Reference is made to the Credit Agreement Guarantee and Collateral Agreement, dated as of July 3, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Altegrity Acquisition Corp., a Delaware corporation (“Holdings”), Altegrity, Inc., a Delaware corporation (the “Borrower”), the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of July 3, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(c) and Section 3.02(b) of the Security Agreement, 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 Security Agreement. The rules of construction specified in Section 1.01 of the Credit 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, each Grantor, pursuant to the Security Agreement, did assign, pledge and grant to the Collateral Agent, its successors and assigns, for the ratable 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 and wherever located 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”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles 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 Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all extensions or renewals of any of the foregoing;

(c) all goodwill associated therewith or symbolized thereby;

(d) all other assets, rights and interests that uniquely reflect or embody such goodwill;

(e) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof; and

(f) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 3. ***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 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Purpose.*** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement.

SECTION 5. ***Counterpart.*** This Agreement may be executed in counterparts and delivered by facsimile or otherwise electronically, each of which will be deemed an original, but all of which together constitute one and the same original.

[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.

KROLL ASSOCIATES, INC.,  
as Grantor

By: Donald I. Buzinkai  
Name: Donald I. Buzinkai  
Title: Senior Vice President, Finance and  
Treasurer

GOLDMAN SACHS BANK USA,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks –  
Term]

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

KROLL ASSOCIATES, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GOLDMAN SACHS BANK USA,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: **Gabriel Jacobson**  
Title: **Authorized Signatory**

SIGNATURE PAGE  
NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN  
TRADEMARKS – TERM

TRADEMARK  
REEL: 005341 FRAME: 0500

*Schedule I*

**Trademarks**

<u>Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Kroll Associates, Inc. (merged with Corporate Risk International, Inc.)	CORPORATE RISK INTERNATIONAL CRI & Design	04/25/2005	1,891,452