

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FISHNET SECURITY, INC.		01/28/2015	CORPORATION: DELAWARE
ACCUVANT FEDERAL SOLUTIONS, INC.		01/28/2015	CORPORATION: MARYLAND
ACCUVANT, INC.		01/28/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent		
Street Address:	3 Park Plaza		
Internal Address:	Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	NATIONAL ASSOCIATION: 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			
TRADEMARK			

OP \$365.00 4036823

Fax Number: 6173417701

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: 6173417729

Email: kschmidt@morganlewis.com

Correspondent Name: Katarzyna Schmidt

Address Line 1: 225 Franklin Street, 16th Floor

Address Line 2: c/o Morgan Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Katarzyna Schmidt
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SIGNATURE:	/Katarzyna Schmidt/
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DATE SIGNED:	01/28/2015
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 28, 2015, by **ACCUVANT, INC.**, a Delaware corporation, **FISHNET SECURITY, INC.**, a Delaware corporation, and **ACCUVANT FEDERAL SOLUTIONS, INC.**, a Maryland corporation (each individually, a “Grantor”, and collectively, the “Grantors”), in favor of **JPMORGAN CHASE BANK, N.A.**, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of January 28, 2015 (as amended, amended and restated, 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 in 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. Defined Terms. 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. Grant of Security Interest in Trademark Collateral. As security for the payment or performance in full of the Secured Obligations, including the Guaranties, each Grantor, pursuant to the Security Agreement, 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), whether now owned or hereafter acquired, of such Grantor:

(a) all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles, logos, designs, fictitious business names, other source or business identifiers and designs and general indications 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 USPTO or any similar offices in any other State of the United States or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and

(b) all goodwill connected with the use of and symbolized thereby.

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 the Grantors hereby acknowledge and affirm 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. Termination. Upon the termination of the Security Agreement in accordance with Section 6.12 thereof, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to such Grantors an instrument reasonably requested by such Grantors in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. 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.

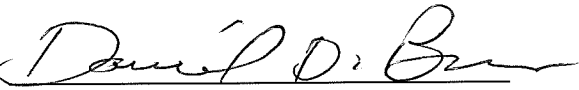
SECTION 6. Intercreditor Agreement; Interpretation. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the ABL Intercreditor Agreement, the terms of the ABL 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 control. In the event of any conflict or inconsistency between the terms of the Security Agreement and the ABL Intercreditor Agreement, the provisions of the ABL Intercreditor Agreement shall control.

[Signature Pages Follow]

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

GRANTORS:

ACCUVANT, INC.

By: 

Name: Daniel D. Burns

Title: Chief Executive Officer

FISHNET SECURITY, INC.

By: 

Name: Daniel D. Burns

Title: Chief Executive Officer

ACCUVANT FEDERAL SOLUTIONS INC.

By: _____

Name: Edward S. Wittman

Title: President, Secretary and Treasurer

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

GRANTORS:

ACCUVANT, INC.

By: _____

Name: Daniel D. Burns

Title: Chief Executive Officer

FISHNET SECURITY, INC.

By: _____

Name: Daniel D. Burns

Title: Chief Executive Officer

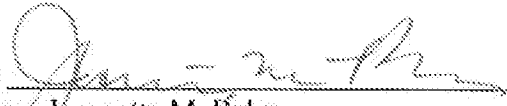
ACCUVANT FEDERAL SOLUTIONS INC.

By: _____

Name: Edward S. Wittman

Title: President, Secretary and Treasurer

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

By: 
Name: Jeannette M. Behm
Title: Authorized Officer

Schedule I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND USE APPLICATIONS

#	Trademark	Database	Status	App./Reg. No.	Intl. Class	Owner
1	ACCUVANT	United States Patent & Trademark Office	Registered	4,036,823	35, 42, 45	Accuvant, Inc.
2		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		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		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 Patent & Trademark Office	Registered	4,307,963	42	FishNet Security, Inc.
15		United States Patent & Trademark Office	Registered	3,219,901	41, 42	FishNet Security, Inc.