

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESOLUTION1 CYBERSECURITY LLC		05/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	OBSIDIAN AGENCY SERVICES, INC.		
Street Address:	2951 28th Street, Suite 1000		
Internal Address:	c/o Tennenbaum Capital Partners, LLC		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86273420	RESOLUTIONONE	
Serial Number:	86440117	RESOLUTION1	
Serial Number:	86440188	RESOLUTION1 PLATFORM	
Serial Number:	86440202	RESOLUTION1 SECURITY	
Serial Number:	77731276	SILENTRUNNER	
Serial Number:	86188143	THREATBRIDGE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	74326-013		
NAME OF SUBMITTER:	Jenifer deWolf Paine		

CH \$165.00 86273420

SIGNATURE:	/Jenifer deWolf Paine/
DATE SIGNED:	05/04/2015
Total Attachments: 5 source=Trademark Security Agreement - Resolution1#page1.tif source=Trademark Security Agreement - Resolution1#page2.tif source=Trademark Security Agreement - Resolution1#page3.tif source=Trademark Security Agreement - Resolution1#page4.tif source=Trademark Security Agreement - Resolution1#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 4, 2015, by RESOLUTION1 CYBERSECURITY LLC (the "Grantor"), in favor of OBSIDIAN AGENCY SERVICES, INC., c/o Tennenbaum Capital Partners, LLC, 2951 28th Street, Suite 1000, Santa Monica, California 90405, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of May 4, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "GCA"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- A. all Trademarks of the Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral 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 GCA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form

releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses 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.


[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RESOLUTION1 CYBERSECURITY LLC

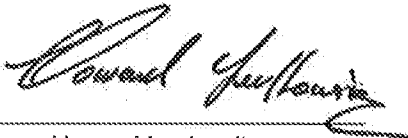
By: _____


Name: Matt Johnson

Title: Vice President

Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,
as Collateral Agent

By: 
Name: Howard Levkowitz
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005509 FRAME: 0755

Trademarks and Trademark Applications

Loan Party	Mark/ Title	Country	Application Number	Application Date	Registration Number	Date Registered
Resolution1 Cybersecurity LLC	ResolutionOne	USA	86/273,420	May 6, 2014	N/A	N/A
Resolution1 Cybersecurity LLC	Resolution1	USA	86/440,117	October 30, 2014	N/A	N/A
Resolution1 Cybersecurity LLC	Resolution1 Platform	USA	86/440188	October 30, 2014	N/A	N/A
Resolution1 Cybersecurity LLC	Resolution1 Security	USA	86/440,202	October 30, 2014	N/A	N/A
Resolution1 Cybersecurity LLC	SILENTRUNNER	USA	77/731,276	May 7, 2009	3,721,664	December 8, 2009
Resolution1 Cybersecurity LLC	THREATBRIDGE	USA	86/188,143	February 7, 2014	N/A	N/A