

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Force 3, LLC		05/16/2016	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4175926	FORCE 3	
Registration Number:	4168271	FORCE 3	
Serial Number:	86537944	THE NETWORK SECURITY COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Stephen Asoli, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Stephen Asoli		
SIGNATURE:	/Stephen Asoli/		
DATE SIGNED:	05/17/2016		
Total Attachments: 6			
source=SCS-Force 3 - First Lien - TM Security Agreement#page1.tif			

CH \$90.00 4175926

source=SCS-Force 3 - First Lien - TM Security Agreement#page2.tif
source=SCS-Force 3 - First Lien - TM Security Agreement#page3.tif
source=SCS-Force 3 - First Lien - TM Security Agreement#page4.tif
source=SCS-Force 3 - First Lien - TM Security Agreement#page5.tif
source=SCS-Force 3 - First Lien - TM Security Agreement#page6.tif

FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of May 16, 2016, made by FORCE 3, LLC, a Maryland limited liability company having a principal place of business at 2151 Priest Bridge Drive, Crofton, Maryland 21114 (the "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having a principal place of business at Eleven Madison Avenue, 6th floor, New York, New York 10010 as collateral agent (the "Agent") for the several banks and other financial institutions (collectively, the "Lenders"), from time to time party to the First Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the First Lien Guarantee and Collateral Agreement defined below).

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of the date hereof (as amended by the First Amendment to the First Lien Credit Agreement, dated as of March 31, 2016 and as further amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, or refinancing or increasing the Indebtedness under such agreement or any successor agreements, the "First Lien Credit Agreement"), among SCS MIDCO, INC., a Delaware corporation (together with any successor in interest thereto, " Holding"), SCS HOLDINGS I INC., a Delaware corporation (together with any successor in interest thereto, the "Parent Borrower"), SIRIUS COMPUTER SOLUTIONS, INC., a Texas corporation (the "Subsidiary Borrower") and jointly with the Parent Borrower, the "Borrowers"), the Grantor, the Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit (collectively, the "Loans") to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the First Lien Credit Agreement, the Borrowers, Holding and the Agent have executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of October 30, 2015 (as amended, supplemented or otherwise modified from time to time, the "First Lien Guarantee and Collateral Agreement"), in favor of the Agent; and

WHEREAS, upon the consummation of the transactions described in that certain Membership Interest Purchase Agreement, dated as of March 22, 2016 (the "Purchase Agreement"), by and among the Grantor, Subsidiary Borrower, each of the various Principal Stakeholders (as defined in the Purchase Agreement) and the Company Parent (as defined in the Purchase Agreement), such consummation dated as of March 31, 2016, the Grantor became a subsidiary of Subsidiary Borrower;

WHEREAS, pursuant to the First Lien Credit Agreement, Subsidiary Borrower has caused the Grantor to execute an Assumption Agreement to the First Lien Guarantee and Collateral Agreement, dated as of the date hereof,

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit and other financial accommodations to the Borrowers pursuant to the First Lien Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of business, pursuant to the First Lien Guarantee and Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, except as provided in subsection 3.3 of the First Lien Guarantee and Collateral Agreement.

SECTION 3. 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 First Lien Guarantee and Collateral Agreement. The First Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement, the terms and provisions of which

(including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the First Lien Guarantee and Collateral Agreement, the provisions of the First Lien Guarantee and Collateral Agreement shall prevail.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

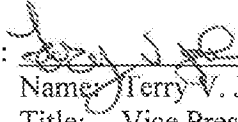
SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FORCE 3, LLC

By: 
Name: Jerry V. Johnson
Title: Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

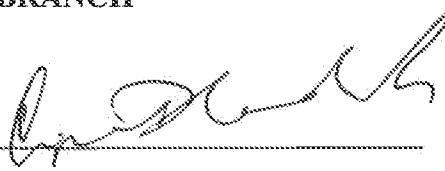
[Signature Page to First Lien Notice and Confirmation
of Grant of Security Interest in Trademarks]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FORCE 3, LLC

By: _____
Name: Terry V. Johnson
Title: Vice President

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

By: _____
Name: 
Title: VIPUL DHADDA
AUTHORIZED SIGNATORY

By: _____
Name: 
Title: Max Wallins
Authorized Signatory

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No. / Serial No.</u>
FORCE 3	4,175,926
FORCE 3 [Stylized]	4,168,271
THE NETWORK SECURITY COMPANY	86537944