

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REGULATORY DATACORP, INC.		09/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC, AS COLLATERAL AGENT		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4884737	CVIP	
Registration Number:	4827136	RDC	
Registration Number:	4884724	RDC CASE MANAGEMENT UTILITY	
Registration Number:	4930806	RDC IRAN CONNECT	
Registration Number:	4873251	RDC REVIEW	
Registration Number:	4949463	RDC RISK CHECK	
Registration Number:	4884579	RDC SEARCH	
Registration Number:	4877086	RDC VENDORPROTECT	
Registration Number:	2809124	GRID	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
TRADEMARK			

CH \$240.00 4884737

ATTORNEY DOCKET NUMBER:	32868.044
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	09/21/2016

Total Attachments: 5

source=Goldman.Regulatory DataCorp - 2nd Lien Trademark Security Agreement Executed#page1.tif

source=Goldman.Regulatory DataCorp - 2nd Lien Trademark Security Agreement Executed#page2.tif

source=Goldman.Regulatory DataCorp - 2nd Lien Trademark Security Agreement Executed#page3.tif

source=Goldman.Regulatory DataCorp - 2nd Lien Trademark Security Agreement Executed#page4.tif

source=Goldman.Regulatory DataCorp - 2nd Lien Trademark Security Agreement Executed#page5.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of September 21, 2016 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Goldman Sachs Private Middle Market Credit LLC ("Goldman"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, of even date herewith (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among Regulatory DataCorp, Inc., a Delaware corporation (the "Borrower"), Jarvis HoldCo, LLC, a Delaware limited liability company ("Holdings"), as a guarantor, each of the other guarantors party thereto from time to time, Goldman, as administrative agent for the Lenders and the Collateral Agent, and the other Lenders.

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are 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 Pledgors 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor 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 Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. 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 Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. 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 counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of this page intentionally left blank]

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

REGULATORY DATACORP, INC.,
as the Pledgor

By:

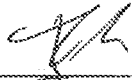


Name: Thomas M. Obermaier
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005881 FRAME: 0595

GOLDMAN SACHS PRIVATE MIDDLE
MARKET CREDIT LLC,
as Collateral Agent


By: 
Name: Brandon M. Brown
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER / REGISTRATION DATE	TITLE
Regulatory DataCorp, Inc.	4884737 12-JAN-2016	CVIP
Regulatory DataCorp, Inc.	4827136 06-OCT-2015	
Regulatory DataCorp, Inc.	4884724 12-JAN-2016	RDC CASE MANAGEMENT UTILITY
Regulatory DataCorp, Inc.	4930806 05-APR-2016	RDC IRAN CONNECT
Regulatory DataCorp, Inc.	4873251 22-DEC-2015	RDC REVIEW
Regulatory DataCorp, Inc.	4949463 03-MAY-2016	RDC RISK CHECK
Regulatory DataCorp, Inc.	4884579 12-JAN-2016	RDC SEARCH
Regulatory DataCorp, Inc.	4877086 29-DEC-2015	RDC VENDORPROTECT
Regulatory DataCorp, Inc.	2809124 27-JAN-2004	GRID