

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401480

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COURION CORPORATION		12/01/2015	Corporation: DELAWARE
CORE SECURITY TECHNOLOGIES, INC.		12/01/2015	Corporation: DELAWARE
CORE SDI, INC.		12/01/2015	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SARATOGA INVESTMENT CORP. SBIC LP, AS ADMINISTRATIVE AGENT
Street Address:	535 MADISON AVENUE
Internal Address:	4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4549205	COURION SEE RISK IN A WHOLE NEW WAY
Registration Number:	4549204	COURION
Registration Number:	4549203	COURION
Registration Number:	4549202	COURION SEE RISK IN A WHOLE NEW WAY
Registration Number:	4552127	COURIONLIVE
Registration Number:	4365330	ACCESS INSIGHT
Registration Number:	4478479	SEE RISK IN A WHOLE NEW WAY
Registration Number:	3089904	DIRECT!
Registration Number:	3281820	ROLECOURIER
Registration Number:	2684538	CERTIFICATECOURIER
Registration Number:	2664291	ACCOUNTCOURIER
Registration Number:	2605758	PROFILECOURIER
Registration Number:	2509813	PASSWORDCOURIER
Registration Number:	2184614	COURION
Registration Number:	4405599	WEBVERIFY
Registration Number:	4467980	CLOUDINSPECT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4390684	CORE INSIGHT
Registration Number:	2921112	CORE IMPACT
Registration Number:	3101077	CORE FORCE
Registration Number:	3080058	CORE WISDOM
Registration Number:	3073887	CORELABS
Registration Number:	3107152	CORE SECURITY

CORRESPONDENCE DATA

Fax Number: 9192868199
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: 919 286-8000
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 3015 CARRINGTON MILL BOULEVARD
Address Line 2: SUITE 400
Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	36806.35
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	10/10/2016

Total Attachments: 8
source=2016 Trademark Security Agreement - Courion Corp et al to Saratoga Investment Corp. SBIC LP#page1.tif
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 1st day of December, 2015, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SARATOGA INVESTMENT CORP. SBIC LP, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Loan and Security Agreement dated as of December 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among COURION CORPORATION, a Delaware corporation ("Courion"), CORE SDI, INC., a Delaware corporation ("Core SDI"), CORE SECURITY TECHNOLOGIES, INC., a Delaware corporation ("Core"), together with Courion and Core SDI and each other Person from time to time joined as a party thereto as a borrower, the "Borrowers" and each a "Borrower"), COURION INTERMEDIATE HOLDINGS, INC., a Delaware corporation, as parent of the Borrowers, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders,

and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

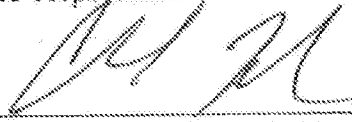
8. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each 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.

GRANTORS:

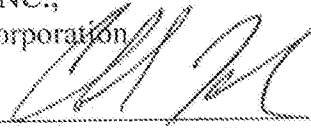
COURION CORPORATION,
a Delaware corporation

By: 
Charles Kovach, Treasurer

CORE SECURITY TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Charles Kovach, Treasurer

CORE SDI, INC.,
a Delaware corporation

By: 
Charles Kovach, Treasurer

ACCEPTED AND
ACKNOWLEDGED BY:





SARATOGA INVESTMENT CORP. SBIC LP

By: Saratoga Investment Corp. GP, LLC,
as its General Partner

By: Saratoga Investment Corp.,
as the Sole Member and Manager of the
General Partner

By: 
Name: Charles Phillips
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Grantor	Country	Description of Trademark	Application/Registration Number	Application/Registration Date
COURION CORPORATION	United States		86/001,748	07/03/2013
			4,549,205	06/10/2014
COURION CORPORATION	United States		86/001,744	07/03/2013
			4,549,204	06/10/2014
COURION CORPORATION	United States		86/001,736	07/03/2013
			4,549,203	06/10/2014
COURION CORPORATION	United States		86/001,732	07/03/2013
			4,549,202	06/10/2014
COURION CORPORATION	United States	COURIONLIVE	85/430,490	09/23/2011
			4,552,127	06/17/2014
COURION CORPORATION	United States	ACCESS INSIGHT	85/430,494	09/23/2011
			4,365,330	07/09/2013
COURION CORPORATION	United States	SEE RISK IN A WHOLE NEW WAY	85/430,483	09/23/2011
			4,478,479	02/04/2014
COURION CORPORATION	United States	DIRECT!	78/616,358	04/25/2005
			3,089,904	05/09/2006
COURION CORPORATION	United States	ROLECOURIER	77/034,104	11/01/2006
			3,281,820	08/21/2007
COURION CORPORATION	United States	CERTIFICATECOURIER	76/255,249	05/10/2001
			2,684,538	02/04/2003

Grantor	Country	Description of Trademark	Application/ Registration Number	Application/ Registration Date
COURION CORPORATION	United States	ACCOUNTCOURIER	76/205,765	02/06/2001
			2,664,291	12/17/2002
COURION CORPORATION	United States	PROFILECOURIER	76/196,989	01/19/2001
			2,605,758	08/06/2002
COURION CORPORATION	United States	PASSWORDCOURIER	76/177,417	12/07/2000
			2,509,813	11/20/2001
COURION CORPORATION	United States	COURION	75/125,597	06/26/1996
			2,184,614	08/25/1998
CORE SDI, INC.	United States	WEBVERIFY	85/668,532	07/03/2012
			4,405,599	09/24/2013
CORE SDI, INC.	United States	CLOUDINSPECT	85/668,473	07/03/2012
			4,467,980	01/14/2014
CORE SDI, INC.	United States	CORE INSIGHT	85/667,390	07/02/2012
			4,390,684	08/27/2013
CORE SDI, INC.	United States	CORE IMPACT	76/383,401	03/14/2002
			2,921,112	01/25/2005
CORE SDI, INC.	United States	CORE FORCE	76/383,400	03/14/2002
			3,101,077	06/06/2006
CORE SDI, INC.	United States	CORE WISDOM	76/382,015	03/14/2002
			3,080,058	04/11/2006
CORE SDI, INC.	United States	CORELABS	76/257,532	05/15/2001
			3,073,887	03/28/2006

Signature Page to Trademark Security Agreement

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Grantor	Country	Description of Trademark	Application/Registration Number	Application/Registration Date
CORE SDI, INC.	United States	CORE SECURITY	76/257,199	05/15/2001
			3,107,152	06/20/2006

Signature Page to Trademark Security Agreement

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RECORDED: 10/10/2016

TRADEMARK
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