TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414858

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of security interest recorded at Reel/Frame 5450/0954

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		02/01/2017	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Optiv Security Inc. (successor in interest to Accuvant, Inc.)
Street Address:	1125 17th Street
Internal Address:	Suite 1700
City:	Denver
State/Country:	COLORADO
Postal Code:	80202-2032
Entity Type:	Corporation: DELAWARE
Name:	Optiv Federal Inc.
Street Address:	1125 17th Street
Internal Address:	Suite 1700
City:	Denver
State/Country:	COLORADO
Postal Code:	80202-2032
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4466480	THREATCOLLECTOR
Registration Number:	4480344	ISWAT
Registration Number:	4459079	CYBERBOT
Registration Number:	4664949	IAM5
Registration Number:	4456557	CLAB
Registration Number:	4399610	CARE
Registration Number:	4307964	THREATDETECT
Registration Number:	4307963	THREATPROTECT
Registration Number:	4356455	6LABS
Registration Number:	3219901	
Registration Number:	3764618	CIPHENT

CH $365.00 4466480

Property Type	Number	Word Mark
Registration Number:	3960004	SECURITY OBJECTS
Registration Number:	4036823	ACCUVANT
Registration Number:	4036824	ACCUVANT

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000
Email: rob.soneson@kirkland.com
Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22024-148-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	02/03/2017

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS
(SECOND LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (Second Lien) (this "Release"), dated as of February 1, 2017 (the "Effective Date"), is made by GOLDMAN SACHS BANK USA, in its capacity as the Collateral Agent (the "Agent"), in favor of the grantor parties identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of January 28, 2015, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of January 28, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 2, 2015 at Reel/Frame 5450/0954;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its lien on and security interest in and to all of its right, title and interest in, to and under the registered Trademarks and Trademarks with respect to which applications for registration are pending listed on Schedule I attached hereto, together with the goodwill associated with such Trademarks (the "Trademark Collateral"), including its right, title and interest granted pursuant to the Trademark Security Agreement, and re-assigns, re-transfers and re-conveys all of its right, title and interest, if any, in and to the Trademark Collateral to the Grantor.

3. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office and any other applicable government officer record this Release.

4. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

GOLDMAN SACHS BANK USA, acting in its capacity as agent for the Lenders

By: _____

Name: Anisha Malhotra

Title: Authorized Signatory

TRADEMARK
REEL: 005981 FRAME: 0645

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

GOLDMAN SACHS BANK USA, acting in its capacity as agent for the Lenders

By: _____
Name:
Title:

GRANTORS:

Optiv Security Inc. (successor in interest to Accuvant, Inc.)

By: _____
Name: Daniel Burns
Title: President and CEO

Optiv Federal Inc., f/k/a Accuvant Federal Solutions Inc.

By: _____
Name: William Croutch
Title: Secretary

Optiv Security Inc., f/k/a Fishnet Security, Inc.

By: _____
Name: Daniel Burns
Title: President and CEO

Schedule I

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Optiv Security Inc., formerly FishNet Security, Inc.	ThreatCollector	85968472	06/24/2013	4466480	01/14/2014
2.	Optiv Security Inc., formerly FishNet Security, Inc.	ISWAT	85941116	05/23/2013	4480344	02/11/2014
3.	Optiv Security Inc., formerly FishNet Security, Inc.	CyberBOT	85937152	05/20/2013	4459079	12/31/2013
4.	Optiv Security Inc., formerly FishNet Security, Inc.	IAM5	85937140	05/20/2013	4664949	12/30/2014
5.	Optiv Security Inc., formerly FishNet Security, Inc.	CLAB	85841848	02/06/2013	4456557	12/24/2013
6.	Optiv Security Inc., formerly FishNet Security, Inc.	CARE & Design	85836559	01/30/2013	4399610	09/10/2013
7.	Optiv Security Inc., formerly FishNet Security, Inc.	THREATDETECT	85602313	04/19/2012	4307964	03/26/2013
8.	Optiv Security Inc., formerly FishNet Security, Inc.	THREATPROTECT	85602291	04/19/2012	4307963	03/26/2013
9.	Optiv Security Inc., formerly FishNet Security, Inc.	6LABS	85602272	04/19/2012	4356455	06/25/2013
10.	Optiv Security Inc., formerly FishNet Security, Inc.	Design	78857610	04/10/2006	3219901	03/20/2007
11.	Optiv Federal Inc., formerly Accuvant Federal Solutions, Inc.	Ciphent	77605993	11/03/2008	3764618	03/23/2010
12.	Optiv Federal Inc., formerly Accuvant Federal Solutions, Inc.	Security Objects	77812229	08/25/2009	3960004	05/10/2011
13.	Optiv Security Inc., formerly FishNet Security, Inc.	ACCUVANT	77945928	02/26/2010	4036823	10/11/2011
14.	Optiv Security Inc., formerly FishNet Security, Inc.	ACCUVANT & Design	77945935	02/26/2010	4036824	10/11/2011