

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417225

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (SECOND LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OPTIV INC.		02/01/2017	Corporation: DELAWARE
OPTIV SECURITY INC.		02/01/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	86579559	OPTIV
Serial Number:	86579579	OPTIV CYBERSECURITY
Serial Number:	86633787	OPTIV
Serial Number:	86579587	OPTIV SECURITY
Serial Number:	86579599	OPTIV SECURITY GROUP
Serial Number:	86633793	OPTIV SECURITY
Serial Number:	77945928	ACCUVANT
Serial Number:	77945935	ACCUVANT
Serial Number:	86579630	TALEN
Serial Number:	85602272	6LABS
Serial Number:	85602313	THREATDETECT
Serial Number:	85602291	THREATPROTECT
Serial Number:	85968472	THREATCOLLECTOR
Serial Number:	85941116	ISWAT
Serial Number:	85937140	IAM5
Serial Number:	85937152	CYBERBOT
Serial Number:	85841848	CLAB
Serial Number:	85836559	CARE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	78857610	

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: MARIE-ALEXIS VALENTE

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37427/93
NAME OF SUBMITTER:	MARIE-ALEXIS VALENTE
SIGNATURE:	/MARIE-ALEXIS VALENTE/
DATE SIGNED:	02/23/2017

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of February 1, 2017, is made by each of Optiv Inc., a Delaware corporation, and Optiv Security Inc., a Delaware corporation (each, a “Grantor” and, together, the “Grantors”), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of February 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Olive Holdings, Inc., a Delaware corporation (“Holdings”), Olive Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Holdings (“Merger Sub”), which, on the Closing Date, shall be merged with Optiv Inc. (the “Company” and, following the consummation of the Merger, the “Borrower”), the Company, the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and Jefferies Finance LLC, as administrative agent and collateral agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered the Second Lien Security Agreement, dated as of February 1, 2017 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”) among the Grantors, Holdings, the other grantors party thereto and the Agent;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

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 Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties 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; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office,

whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security 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 any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

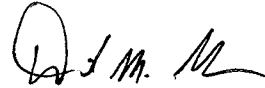
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

OPTIV INC.

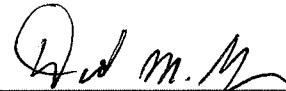
By:



Name: David Roshak
Title: Vice President

OPTIV SECURITY INC.

By:



Name: David Roshak
Title: Treasurer

JEFFERIES FINANCE LLC,
as the Agent

By:  _____
Name: Brian Buoye
Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Optiv Inc.	86579559		OPTIV
Optiv Inc.	86579579		OPTIV CYBERSECURITY
Optiv Inc.	86633787		OPTIV
Optiv Inc.	86579587		OPTIV SECURITY
Optiv Inc.	86579599		OPTIV SECURITY GROUP
Optiv Inc.	86633793		OPTIV SECURITY
Optiv Security Inc.	77945928	4036823	ACCUVANT
Optiv Security Inc.	77945935	4036824	ACCUVANT
Optiv Inc.	86579630		TALEN
Optiv Security Inc.	85602272	4356455	6LABS
Optiv Security Inc.	85602313	4307964	THREATDETECT
Optiv Security Inc.	85602291	4307963	THREATPROTECT
Optiv Security Inc.	85968472	4466480	THREATCOLLECTOR
Optiv Security Inc.	85941116	4480344	ISWAT
Optiv Security Inc.	85937140	4664949	IAM5
Optiv Security Inc.	85937152	4459079	CYBERBOT
Optiv Security Inc.	85841848	4456557	CLAB
Optiv Security Inc.	85836559	4399610	C.A.R.E.
Optiv Security Inc.	78857610	3219901	Miscellaneous Design FISHNET SECURITY INC