

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433449

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Riskconnect Holdings Corp.		06/30/2017	Corporation: DELAWARE
Riskconnect Merger Sub Inc.		06/30/2017	Corporation: DELAWARE
Riskconnect Inc.		06/30/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TPG Specialty Lending, Inc., as collateral agent		
<b>Street Address:</b>	345 California Street		
<b>Internal Address:</b>	Suite 3300		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4576652	RISKCONNECT UNIVERSITY	
<b>Registration Number:</b>	3677279	RISKCONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>			
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	079464-0099		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (079464-0099)		
<b>SIGNATURE:</b>	/kc for sk/		
<b>DATE SIGNED:</b>	06/30/2017		

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**Total Attachments: 5**

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**GRANT OF**  
**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of June 30, 2017 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of TPG Specialty Lending, Inc., a Delaware corporation (“*TSL*”), located at 345 California Street, Suite 3300, San Francisco, CA 94104, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among RISKONNECT HOLDINGS CORP., a Delaware corporation (“*Holdings*”), its Subsidiaries signatory thereto as Guarantors or hereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, RISKONNECT MERGER SUB INC., a Delaware corporation (“*Merger Sub*” or “*Initial Borrower*”), and upon the effectiveness of the Merger, RISKONNECT, INC., a Delaware corporation, as successor to Merger Sub by operation of law (“*Target*” and together with the Initial Borrower, the “*Borrowers*”, and each a “*Borrower*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and TSL, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered a Security Pledge Agreement, dated as of June 30, 2017, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the

meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

2. SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

3. SECTION 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 Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

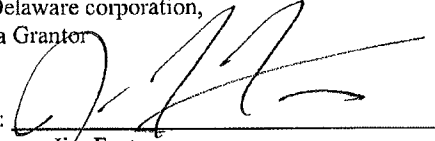
4. SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge 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 Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

5. 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 original.

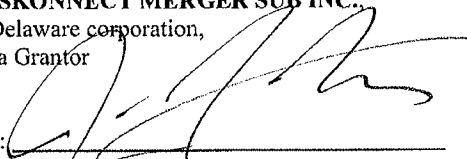
*[Signature Pages Follow]*

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.

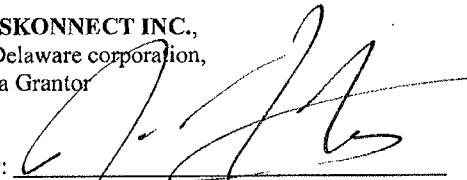
**RISKONNECT HOLDINGS CORP.,**  
a Delaware corporation,  
as a Grantor

By:   
Name: Jim Foster  
Title: Chief Executive Officer

**RISKONNECT MERGER SUB INC.,**  
a Delaware corporation,  
as a Grantor


By:   
Name: Jim Foster  
Title: Chief Executive Officer

**RISKONNECT INC.,**  
a Delaware corporation,  
as a Grantor

By:   
Name: Jim Foster  
Title: Chief Executive Officer

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS]

**TPG SPECIALTY LENDING, INC.,**  
a Delaware corporation,  
as Collateral Agent

By:   
Name: Michael Fishman  
Title: Co-Chief Executive Officer

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS]

**TRADEMARK**  
**REEL: 006096 FRAME: 0578**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Grantor</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Riskconnect, Inc.	RISKONNECT UNIVERSITY	85791743	11/30/2012	4576652	7/29/2014
Riskconnect, Inc.	RISKONNECT	77367957	1/9/2008	3677279	9/1/2009