

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450149

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TVG-Treliant Intermediate, LLC		10/31/2017	Limited Liability Company: DELAWARE
Treliant, LLC		10/31/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CIBC Bank USA, as Administrative Agent
<b>Street Address:</b>	120 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Banking Corporation: ILLINOIS

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4011590	TRELIANT RISK ADVISORS
Registration Number:	3954251	TRELIANT RISK ADVISORS
Registration Number:	4061619	BREAKTHROUGH COMPLIANCE
Registration Number:	4090727	
Registration Number:	4241814	NEW COORDINATES
Registration Number:	4580517	NEW COORDINATES
Registration Number:	4723690	PEAK COMPLIANCE
Registration Number:	4946588	TRELIANT SOLUTIONS
Serial Number:	87465386	COMPLIANCE HERO
Serial Number:	87528228	TRELIANT
Serial Number:	87528255	TRELIANT
Serial Number:	86405169	RESPASSURE

## CORRESPONDENCE DATA

Fax Number: 3124996701

*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: (312) 499-6700

TRADEMARK

**Email:** tapatterson@duanemorris.com  
**Correspondent Name:** Brian P. Kerwin  
**Address Line 1:** 190 South LaSalle Street, Suite 3700  
**Address Line 2:** Duane Morris LLP  
**Address Line 4:** Chicago, ILLINOIS 60603

**NAME OF SUBMITTER:** Brian P. Kerwin

**SIGNATURE:** /Brian P. Kerwin/

**DATE SIGNED:** 11/08/2017

**Total Attachments: 9**

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**CONFIRMATORY GRANT  
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”) dated as of October 31, 2017, is made by **TVG-Treliant Intermediate, LLC**, a Delaware limited liability company (“**Holdings**”), and **Treliant, LLC**, a Delaware limited liability company (“**Opco**”; together with Holdings, individually and collectively, the “**Borrower**” and/or “**Borrowers**”), in favor of **CIBC BANK USA**, an Illinois banking corporation in its capacity as administrative agent for the Lenders identified below (together with its successors and assigns, the “**Administrative Agent**”).

**RECITALS**

**WHEREAS**, Borrower, the lenders party thereto (“**Lenders**”), and the Administrative Agent are parties to that certain Credit Agreement dated of even date herewith (as the same may be amended, supplemented or modified from time to time, the “**Credit Agreement**”), which provides for Administrative Agent on behalf of Lenders to make certain loans to Borrower, and Borrower and Administrative Agent are parties to that certain Guaranty and Collateral Agreement dated of even date herewith (as the same may be amended, supplemented or modified from time to time, the “**Security Agreement**”), which provides for the grant by Borrower to Administrative Agent for the benefit of Lenders and itself of a security interest in Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any Excluded Property; and

**WHEREAS**, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Administrative Agent. The rights and remedies of Administrative Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the Credit Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Credit Agreement) of the Secured Obligations, Borrower hereby confirms its grant of (and does hereby grant) to Administrative Agent a continuing security interest in and to any

and all of Borrower's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Patents**"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "**Trademarks**"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**").

3. Effect on Credit Agreement. Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or Lenders under the Security Agreement or the Credit Agreement but rather is intended to be filed by Administrative Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Administrative Agent's security interest. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant, the Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Security Agreement and this Confirmatory Grant, the terms of the Security Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full, this Confirmatory Grant shall terminate, and Administrative Agent shall execute and deliver any document reasonably requested by Borrower, at Borrower's sole cost and expense, as is necessary to evidence termination of the security interest granted by Borrower to Administrative Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Administrative Agent; provided, however, Administrative Agent is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Borrower after the date hereof or delete or remove Intellectual Property of Borrower after the date hereof that is released in accordance with Section 8.17(b) of the Security Agreement (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Administrative Agent, its successors, nominees and assigns; provided, however, Borrower shall not assign this Confirmatory Grant or any of Borrower's obligations hereunder without the prior written consent of Administrative Agent.

8. Headings; Counterparts. Titles and paragraph headings used herein are for convenience only and shall not substantively modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Administrative Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Administrative Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower, and Borrower hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Administrative Agent or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS

CONFIRMATORY GRANT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Administrative Agent, as of the date first written above.

**TVG-Treliant Intermediate, LLC**

By: Michael Castleforte  
Name: Michael Castleforte  
Its: Vice President

**Treliant, LLC**

By: Michael Castleforte  
Name: Michael Castleforte  
Its: Vice President

Agreed and Accepted:

**CIBC Bank USA**

By: \_\_\_\_\_  
Name: Patrick D. Putman  
Its: Managing Director

Confirmatory Grant of Security Interest in Intellectual Property

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Administrative Agent, as of the date first written above.

TVG-Treliant Intermediate, LLC

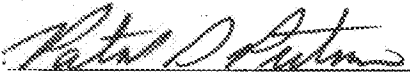
By: \_\_\_\_\_  
Name: Michael Castleforte  
Its: Vice President

Treliant, LLC

By: \_\_\_\_\_  
Name: Michael Castleforte  
Its: Vice President

Agreed and Accepted:

CIBC Bank USA

By:   
Name: Patrick D. Putman  
Its: Managing Director

Confirmatory Grant of Security Interest in Intellectual Property



EXHIBIT A

PATENTS

None

EXHIBIT B  
TRADEMARKS

Trade names:

1. Treliant
2. Treliant Risk Advisors

Trademark Registrations

Trademark	Registration Number	Registration Date
TRELIANT RISK ADVISORS	4011590	08/16/2011
TRELIANT RISK ADVISORS	3954251	05/03/2011
BREAKTHROUGH COMPLIANCE	4061619	11/22/2011
Design of Three Sails	4090727	01/24/2012
NEW COORDINATES	4241814	11/13/2012
NEW COORDINATES	4580517	08/05/2014
PEAK COMPLIANCE	4723690	04/21/2015
TRELIANT SOLUTIONS	4946588	04/26/2016

Class	Trademark	Trademark Application Number	Date of Application
9	COMPLIANCE HERO	87-465386	05/26/2017
35/36/45	TRELIANT	87-528228	10/10/2017
35/36/45	TRELIANT (and Design)	87-528255	07/14/2017
9	RESPASSURE	86-405169	09/14/2014

EXHIBIT C  
COPYRIGHTS

Copyrights

<b>Title</b>	<b>Reg. No.</b>	<b>Creation Date</b>	<b>Reg. Date</b>
Treliant Risk Advisors New Coordinates, Spring 2013	TX0007737559	2013	2013
Treliant Risk Advisors New Coordinates, Summer 2012	TX0007594948	2012	2012
Treliant Risk Advisors RESPA REGULATION X FILE REVIEW E-BINDER	TXu001855757	2012	2013