

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM453700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUREID, INC.		07/06/2017	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87645160	FORTIOR SOLUTIONS	
Serial Number:	87658347	FORTIOR SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Goldberg Kohn Ltd. c/o Kristina Bunker		
Address Line 1:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Kristina Bunker		
SIGNATURE:	/kb/		
DATE SIGNED:	12/07/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is made and effective as of July 6, 2017, by SUREID, INC., an Oregon corporation (the "Company"), and each of the Affiliates of Company party to the Credit Agreement (defined below) and this IP Security Agreement from time to time (together with Company, the "Grantors" and each a "Grantor"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent, Collateral Agent and Lead Arranger ("Agent") with its mailing address at 6011 Connection Drive, Irving, Texas 75039. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of November 13, 2015, by and among the Grantors, Agent and the Lenders party thereto from time to time (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Company (the "Loan"); and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Reaffirmation of Security Interest. Grantor hereby reaffirms the terms of the Intellectual Property Security Agreement, dated as of November 13, 2015, by and between Grantor and Agent, and recorded with the patent division of the United States Patent and Trademark office on November 18, 2015 as reel/frame 37069/0363 and recorded with the trademark division of United States Patent and Trademark office on November 18, 2015 as reel/frame 5671/0435 and hereby further unconditionally grants, assigns, mortgages, and pledges to Agent, on behalf of itself and the Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title, and interest in, to, and under the IP Collateral (as defined therein), whether now owned or hereafter acquired or arising.

2. Grant of Additional Security Interest. To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of each Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), each Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and

interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Pledge and Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the "IP Collateral");

(a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(b) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(c) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(d) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(e) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(f) Any and all products and proceeds of any of the foregoing.

3. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

4. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new IP Collateral, the provisions of this IP Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any new IP Collateral or

renewal or extension of any registration thereof. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this IP Security Agreement at any time and from time to time by amending the schedules to include any other or additional IP Collateral of any Grantor, in each case, without any notice to, or the consent of, any Grantor. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend the schedules thereto shall in any way affect, invalidate, or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on the attached schedules.

6. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this IP Security Agreement as of the date first written above.

Grantor:

SUREID, INC.

By: 

Name: James Robell

Title: President & CEO

SCHEDULE A**PATENT COLLATERAL****Pending Patent Applications:**

Grantor/Applicant	Title/Description	Application No.	Filing Date	Jurisdiction
SureID, Inc.	High Assurance Federated Attribute Management	Application 14946546	11/19/2015	United States

SCHEDULE B**TRADEMARK COLLATERAL****Trademark Registrations**

Grantor/Owner	Mark	Serial No.	Registration No.	Registration Date	Country
SureID, Inc.	SUREID & Design	2016053526	288748	09/09/2016	Norway
SureID, Inc.	SUREID & Design	14022628	14022628	09/08/2015	European Union
SureID, Inc.	SUREID & Design	86391370	4856612	11/17/2015	United States

Pending Trademark Applications:

Grantor/Owner	Mark	Serial No.	Registration No.	Registration Date	Country
SureID, Inc.	When Trust is Essential, so are We.	87005156	N/A	N/A	United States
SureID, Inc.	SureID & Design	86965424	N/A	N/A	United States
SureID, Inc.	SureID	86965415	N/A	N/A	United States
SureID, Inc.	SureID & Design	86965308	N/A	N/A	United States
SureID, Inc.	SureID	86965296	N/A	N/A	United States
SureID, Inc.	RAPID-Visit & Design	87006786	N/A	N/A	United States
SureID, Inc.	RAPID-Visit	87006782	N/A	N/A	United States

Grantor/Owner	Mark	Serial No.	Registration No.	Registration Date	Country
SureID, Inc.	SUREID VIA NETWORK	87312361	N/A	N/A	United States

SUPPLEMENTAL SCHEDULE B

Pursuant to Section 5 of that certain Intellectual Property Security Agreement ("IP Security Agreement"), dated as of July 6, 2017, by SUREID, INC., an Oregon corporation (the "Company"), and each of the Affiliates of Company party to the Credit Agreement (defined therein) and the IP Security Agreement from time to time, in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent, Collateral Agent and Lead Arranger, the following trademark is incorporated herein by this reference and made a part of the IP Security Agreement:

TRADEMARK COLLATERAL

Pending Trademark Applications:

Grantor/Owner	Mark	Serial No.	Registration No.	Registration Date	Country
SureID, Inc.	Fortior Solutions	87645160	N/A	N/A	United States
SureID, Inc.	Fortior Solutions	87658347	N/A	N/A	United States