

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		04/30/2018	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kroll Associates, Inc.		
Street Address:	600 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1891452	CORPORATE RISK INTERNATIONAL CRI	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212.735.5117		
Email:	francine.waldbaum@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Francine Waldbaum		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	099360/88		
NAME OF SUBMITTER:	Jessica Cohen		
SIGNATURE:	/Jessica Cohen/		
DATE SIGNED:	05/30/2018		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS –
SECOND LIEN NOTE**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS – SECOND LIEN NOTE, dated as of April 30, 2018, is from WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (the “Collateral Agent”) to KROLL ASSOCIATES, INC., a Delaware corporation (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Senior Secured Second Lien Note Collateral Agreement, dated as of July 3, 2014, among Corporate Risk Holdings, LLC (as successor-in-interest to Altegrity, Inc., the “Company”), the subsidiaries of the Company party thereto, and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor granted a security interest to the Collateral Agent in certain collateral;

WHEREAS, pursuant to that certain Notice and Confirmation of Grant of Security Interest in Trademarks – Second Lien Note, dated as of July 3, 2014, among the Collateral Agent and the Grantor (the “Trademark Security Agreement”), the Grantor, by reference to the Security Agreement, granted a security interest to the Collateral Agent in all right, title or interest in or to any and all of the following assets and properties then owned or at any time thereafter acquired by the Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed in Schedule I hereto; (b) all extensions or renewals of any of the foregoing; (c) all goodwill associated therewith or symbolized thereby; (d) all other assets, rights and interests that uniquely reflect or embody such goodwill; (e) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof; and (f) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 11, 2014 at Reel 5341 and Frame 0509;

WHEREAS, pursuant to the Officer’s Certificate of the Company, dated as of April 30, 2018, relating to the Sale and Guarantee and Collateral Release (each as defined therein), the

Company has requested the Collateral Agent terminate and release the entirety of its security interest in the Trademark Collateral;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth herein, the Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings specified in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Collateral Agent hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all security interest it has in or to the Trademark Collateral, including under the Security Agreement and the Trademark Security Agreement, and (ii) reassigns any and all such right, title, and interest (if any) that the Collateral Agent may have in the Trademark Collateral to the Grantor. Any right, title, or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor to effect the termination and release of the security interest contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release Of Security Interest In Trademarks – Second Lien Note by its duly authorized officer as of the date first above written.

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: **Jane Schweiger**
Title: **Vice President**

Schedule I

Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Kroll Associates, Inc.	CORPORATE RISK INTERNATIONAL CRI & Design	04/25/2005	1,891,452