

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475936

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, LLC
Also Known As:	f/k/a Kroll, Inc.
Street Address:	600 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3675339	COMETRIC
Registration Number:	3606412	ID INTEGRITY
Registration Number:	3130491	ID THEFTSMART
Registration Number:	1948659	KROLL
Registration Number:	4584899	KROLL ADVISORY SOLUTIONS
Registration Number:	2906977	KROLL ONTRACK
Registration Number:	3894286	YOUR IDENTITY IS YOUR BUSINESS, PROTECTI
Registration Number:	4180354	VERVE

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 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

CH \$215.00 3675339

ATTORNEY DOCKET NUMBER:	099360/88
NAME OF SUBMITTER:	Jessica Cohen
SIGNATURE:	/Jessica Cohen/
DATE SIGNED:	05/30/2018

Total Attachments: 4

source=Kroll_LLC_Wilmington_TM_Release_3L_Executed#page1.tif

source=Kroll_LLC_Wilmington_TM_Release_3L_Executed#page2.tif

source=Kroll_LLC_Wilmington_TM_Release_3L_Executed#page3.tif

source=Kroll_LLC_Wilmington_TM_Release_3L_Executed#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS –
THIRD LIEN NOTE**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS – THIRD LIEN NOTE, dated as of April 30, 2018, is from WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (the “Collateral Agent”) to KROLL, LLC (f/k/a Kroll, Inc.), a Delaware limited liability company (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Senior Secured Third 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”), Kroll, Inc., a Delaware corporation, 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 – Third Lien Note, dated as of July 3, 2014, among the Collateral Agent and the Grantor (the “Trademark Security Agreement”), Kroll, Inc., 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 0602;

WHEREAS, pursuant to that certificate of conversion, dated as of August 19, 2015 and recorded in the Trademark Division of the United States Patent and Trademark Office on August 20, 2015 at Reel 5603 and Frame 0479, Kroll Inc. converted into Kroll, LLC;

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 – Third 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, LLC	COMETRIC	09/01/2009	3,675,339
Kroll, LLC	ID INTEGRITY	04/14/2009	3,606,412
Kroll, LLC	ID THEFTSMART	08/15/2006	3,130,491
Kroll, LLC	KROLL	01/16/1996	1,948,659
Kroll, LLC	KROLL ADVISORY SOLUTIONS	08/12/2014	4,584,899
Kroll, LLC	KROLL ONTRACK	11/30/2004	2,906,977
Kroll, LLC	YOUR IDENTITY IS YOUR BUSINESS, PROTECTING IT IS OURS	12/21/2010	3,894,286
Kroll, LLC	VERVE	07/24/2012	4,180,354