# CH \$215.00 367533

ETAS ID: TM475938

# TRADEMARK ASSIGNMENT COVER SHEET

**NEW ASSIGNMENT** 

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE:** 

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Cerberus Business Finance, LLC			Limited Liability Company: DELAWARE	

## **RECEIVING PARTY DATA**

Name:	Kroll, LLC
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

ATTORNEY DOCKET NUMBER: 099360/88

TRADEMARK REEL: 006338 FRAME: 0048

900452575

NAME OF SUBMITTER:	Jessica Cohen			
SIGNATURE:	/Jessica Cohen/			
DATE SIGNED:	05/30/2018			
Total Attachments: 4				
source=Kroll LLC _ Cerberus Release Executed#page1.tif				
source=Kroll LLC _ Cerberus Release Executed#page2.tif				
source=Kroll LLC _ Cerberus Release Executed#page3.tif				
source=Kroll LLC _ Cerberus Release Executed#page4.tif				

TRADEMARK REEL: 006338 FRAME: 0049

### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of April 30, 2018, is from CERBERUS BUSINESS FINANCE, LLC, as Collateral Agent (the "Collateral Agent") to KROLL, LLC, a Delaware limited liability company (the "Grantor").

# **WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement Guarantee and Collateral Agreement, dated as of August 31, 2015, among Altegrity Acquisition, LLC, a Delaware limited liability company, Altegrity, LLC, a Delaware limited liability company (the "Borrower"), the subsidiaries of the Borrower 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, dated as of August 31, 2015, among the Collateral Agent and the Grantor and certain other grantors (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 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 "Released Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 31, 2015 at Reel 5612 and Frame 0645;

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Released 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:

TRADEMARK
REEL: 006338 FRAME: 0050

- <u>1.</u> <u>Definitions.</u> 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 Released 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 Released Collateral to the Grantor. Any right, title, or interest of the Collateral Agent in such Released Collateral shall hereby cease and become void. For clarity, the Collateral Agent's security interest in all Trademark Collateral other than the Released Collateral shall remain in full force and effect.
- 3. <u>Further Assurances</u>. 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 by its duly authorized officer as of the date first above written.

CERBERUS BUSINESS FINANCE, LLC, as Collateral Agent

Name:

Title: C

REEL: 006338 FRAME: 0052

Schedule I
U.S. TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	Reg. Date	Reg. No.
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,	12/21/2010	3,894,286
	PROTECTING IT IS OURS		
Kroll, LLC	VERVE	07/24/2012	4,180,354

**RECORDED: 05/30/2018** 

TRADEMARK
REEL: 006338 FRAME: 0053