

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488754

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NAVEX Global, Inc.		09/05/2018	Corporation: DELAWARE
NAVEX Global Holding Company		09/05/2018	Corporation: DELAWARE
The Network, Inc.		09/05/2018	Corporation: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Collateral Agent
<b>Street Address:</b>	1300 Thames Street Wharf, Floor 04
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21231
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4670144	POLICYTECH
Registration Number:	4612096	NAVEX GLOBAL
Registration Number:	3494370	INTEGRILINK
Registration Number:	1826704	ALERTLINE
Registration Number:	4179009	E E L T
Registration Number:	4138669	WORKING PEOPLE NEWS
Registration Number:	4091816	POLICY IN ACTION
Registration Number:	4099674	WORKPLACE HARASSMENT 360
Registration Number:	4099673	ETHICS 360
Registration Number:	4091685	CODE IN ACTION
Registration Number:	2478364	WORKING PEOPLE
Registration Number:	2388228	ELT
Registration Number:	2898031	LEGAL ENGINEERING
Registration Number:	4150040	INTEGRITY AT WORK
Registration Number:	3035481	EP
Registration Number:	2939611	ETHICS POINT INTEGRITY AT WORK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3741434	GLOBAL COMPLIANCE
Registration Number:	2504591	ETHICSPPOINT
Registration Number:	3529446	POLICY & PROCEDURE MANAGER
Registration Number:	2537827	MPOWER
Registration Number:	5394158	NETCLAIM
Registration Number:	5313797	NAVEXENGAGE
Registration Number:	5138363	RISKRATE
Registration Number:	5138364	RISKRATE ENTERPRISE DUE DILIGENCE
Serial Number:	87727273	CRISISPOINT
Serial Number:	87062940	NAVEXENGAGE

**CORRESPONDENCE DATA**

Fax Number: 8004947512

*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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F179136 2L TM IPSA

**NAME OF SUBMITTER:** Theresa Volano

**SIGNATURE:** /Theresa Volano/

**DATE SIGNED:** 09/05/2018

**Total Attachments: 6**

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Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Closing Date Intercreditor Agreement referred to below), including liens and security interests granted to Morgan Stanley Senior Funding, Inc., as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of September 5, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Navigator Guarantor Inc., Navigator Merger Sub Inc., NAVEX TopCo, Inc., the lenders party thereto, the other parties thereto, and Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent (in such capacity, the "First Lien Collateral Agent") and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement dated as of September 5, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Closing Date Intercreditor Agreement"), among Morgan Stanley Senior Funding, Inc., as senior representative, Morgan Stanley Senior Funding, Inc., as junior representative, and the other agents and representatives party thereto, as acknowledged by Navigator Guarantor Inc., Navigator Merger Sub Inc., NAVEX TopCo, Inc. and the other grantors party thereto. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Agreement, the terms of the Closing Date Intercreditor Agreement shall govern.

## **SECOND LIEN TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of September 5, 2018 (this "Agreement"), by and among NAVEX Global, Inc., a Delaware corporation, NAVEX Global Holding Company, a Delaware corporation, The Network, Inc., a Georgia corporation (each a "Grantor" and collectively, the "Grantors"), and Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Second Lien Credit Agreement, dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Navigator Guarantor Inc., a Delaware corporation ("Holdings"), Navigator Merger Sub Inc., a Delaware corporation (the "Initial Borrower"), NAVEX TopCo, Inc., a Delaware corporation (the "Borrower") (with the Initial Borrower to merge with and into the Borrower on the Effective Date with the Borrower as the surviving entity), the Lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent, and the various other parties thereto and (b) that certain Second Lien Collateral Agreement, dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among Holdings, the Initial Borrower, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantors are Affiliates of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for

the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the "Trademark Collateral"); provided that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NAVEX GLOBAL, INC., as Grantor

By: Craig Stoehr  
Name: Craig Stoehr  
Title: Chief Financial Officer

NAVEX GLOBAL HOLDING COMPANY, as Grantor

By: Craig Stoehr  
Name: Craig Stoehr  
Title: Chief Financial Officer

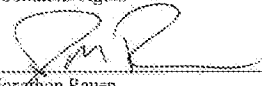
THE NETWORK, INC., as Grantor

By: Craig Stoehr  
Name: Craig Stoehr  
Title: Chief Financial Officer

[SECOND LIEN TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

**TRADEMARK**  
**REEL: 006429 FRAME: 0954**

MORGAN STANLEY SENIOR FUNDING,  
INC., as Collateral Agent

By:   
Name: Jonathan Kauen  
Title: Executive Director

[SECOND LIEN TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

Schedule I  
to Trademark Security Agreement

**Registered Trademarks and Trademark Applications**

Country	Mark	App. No.	File Date	Reg. No.	Reg. Date	Current Owner of Record
U.S.	POLICYTECH	86215209	3/7/14	4670144	1/13/15	NAVEX Global, Inc.
U.S.	NAVEX GLOBAL	85855794	2/21/13	4612096	9/30/14	NAVEX Global Holding Company
U.S.	INTEGRILINK	76665229	8/28/06	3494370	9/2/08	NAVEX Global, Inc.
U.S.	AlertLine	74375029	4/1/93	1826704	3/15/94	NAVEX Global, Inc.
U.S.	ELT 	85482659	11/29/11	4179009	7/24/12	NAVEX Global, Inc.
U.S.	WORKING PEOPLE NEWS	85418956	9/9/11	4138669	5/8/12	NAVEX Global, Inc.
U.S.	POLICY IN ACTION	85087853	7/19/10	4091816	1/24/12	NAVEX Global, Inc.
U.S.	WORKPLACE HARASSMENT 360	85030708	5/5/10	4099674	2/14/12	NAVEX Global, Inc.
U.S.	ETHICS 360	85030699	5/5/10	4099673	2/14/12	NAVEX Global, Inc.
U.S.	CODE IN ACTION	85030689	5/5/10	4091685	1/24/12	NAVEX Global, Inc.
U.S.	WORKING PEOPLE	75565435	10/7/98	2478364	8/14/01	NAVEX Global, Inc.
U.S.	ELT	75424689	1/28/98	2388228	9/19/00	NAVEX Global, Inc.
U.S.	LEGAL ENGINEERING	78122409	4/17/02	2898031	10/26/04	NAVEX Global, Inc.
U.S.	INTEGRITY AT WORK	85439179	10/4/11	4150040	5/29/12	NAVEX Global, Inc.
U.S.	EP and Design 	78511576	11/4/04	3035481	12/27/05	NAVEX Global, Inc.
U.S.	ETHICS POINT INTEGRITY AT WORK  	78197583	12/23/02	2939611	4/12/05	NAVEX Global, Inc.
U.S.	GLOBAL COMPLIANCE	76665228	8/28/06	3741434	1/26/10	NAVEX Global, Inc.
U.S.	ETHICSPOINT	76208520	2/8/01	2504591	11/6/01	NAVEX Global, Inc.

Country	Mark	App. No.	File Date	Reg. No.	Reg. Date	Current Owner of Record
U.S.	POLICY & PROCEDURE MANAGER	77360271	12/27/07	3529446	11/4/08	NAVEX Global, Inc.
European Community	ALERTLINE	000559237	6/19/97	1826704	6/22/99	NAVEX Global, Inc.
European Community	INTEGRILINK	008477771	8/6/09	3494370	2/1/10	NAVEX Global, Inc.
International Register (EU Trade Marks)	ETHICSPPOINT	1129528	01/31/12	1129528	01/31/12	NAVEX Global, Inc.
U.S.		76056248	3/24/2000	2537827	2/12/02	Network, Inc., The
U.S.	CRISISPOINT	87727273	12/19/17	—	—	NAVEX Global, Inc.
U.S.	NETCLAIM	87246749	11/23/16	5394158	2/6/18	NAVEX Global, Inc.
U.S.	NAVEXENGAGE	87975846	6/7/16	5313797	10/17/17	NAVEX Global, Inc.
U.S.	NAVEXENGAGE	87062940	6/7/16	—	—	NAVEX Global, Inc.
U.S.	RISKRATE	86742739	8/31/15	5138363	2/7/17	NAVEX Global, Inc.
U.S.	RISKRATE ENTERPRISE DUE DILIGENCE	86742753	8/31/15	5138364	2/7/17	NAVEX Global, Inc.