

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAPTOR TECHNOLOGIES, LLC		12/17/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5414819	DRILL MANAGER	
Registration Number:	5194890	STUDENT REUNIFICATION	
Registration Number:	5194891	PARENT REUNIFICATION	
Registration Number:	5194892	FAMILY REUNIFICATION	
Registration Number:	5194889	GUARDIAN REUNIFICATION	
Registration Number:	5194852	RAPTOR	
Registration Number:	5194853	RAPTOR TECHNOLOGIES	
Registration Number:	5341918	RAPTOR REUNIFICATION	
Registration Number:	5089579	RAPTOR TECHNOLOGIES	
Registration Number:	5089580	RAPTOR	
Registration Number:	5080658	FAMILY REUNIFICATION	
Registration Number:	5023273	STUDENT REUNIFICATION	
Registration Number:	5023272	PARENT REUNIFICATION	
Registration Number:	5023274	GUARDIAN REUNIFICATION	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-557-2900
Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11668.357
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NAME OF SUBMITTER:	Kimberley A. Lathrop
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SIGNATURE:	/Kimberley A. Lathrop/
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DATE SIGNED:	12/17/2018
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of December 17, 2018, is entered into by and among **RAPTOR TECHNOLOGIES, LLC** (the “*Grantor*”) and **ARES CAPITAL CORPORATION** (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of December 17, 2018 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor, and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement, dated as of December 17, 2018 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), between, among others, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks included in the Collateral, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, in the United States Patent and Trademark Office or in any similar office or agency of the United States, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that

any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

4. Counterparts

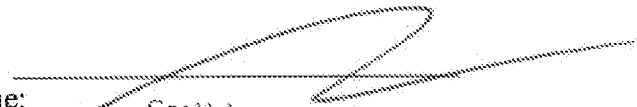
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

**ARES CAPITAL CORPORATION, as
Administrative Agent**


By: 
Name: Scott Lem
Title: Authorized Signatory

Address of Assignee:

Ares Capital Corporation
245 Park Avenue, 44th Floor
New York, New York 10167
Attention: Raymond L. Wright
Fax No.: (212) 750-1777
Email: agenc@aresmgmt.com

GRANTOR:

RAPTOR TECHNOLOGIES, LLC

By:  _____

Name: James Vesterman

Title: Chief Executive Officer

Address of Grantor: 631 West 22nd Street
Houston, TX 77008

Schedule A to TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

Grantor	Trademark Name	Application Number	Filing Date	Status	Registration Number	Registration Date
Raptor Technologies, LLC	DRILL MANAGER	87369962	14-MAR-2017	Registered	5414819	27-FEB-2018
Raptor Technologies, LLC	STUDENT REUNIFICATION	87151670	26-AUG-2016	Registered	5194890	02-MAY-2017
Raptor Technologies, LLC	PARENT REUNIFICATION	87151675	26-AUG-2016	Registered	5194891	02-MAY-2017
Raptor Technologies, LLC	FAMILY REUNIFICATION	87151678	26-AUG-2016	Registered	5194892	02-MAY-2017
Raptor Technologies, LLC	GUARDIAN REUNIFICATION	87151667	26-AUG-2016	Registered	5194889	02-MAY-2017
Raptor Technologies, LLC	RAPTOR	87145910	22-AUG-2016	Registered	5194852	02-MAY-2017
Raptor Technologies, LLC	RAPTOR TECHNOLOGIES	87145931	22-AUG-2016	Registered	5194853	02-MAY-2017
Raptor Technologies, LLC	RAPTOR REUNIFICATION	87142456	18-AUG-2016	Registered	5341918	21-NOV-2017
Raptor Technologies, LLC	RAPTOR TECHNOLOGIES	86871813	11-JAN-2016	Registered	5089579	29-NOV-2016
Raptor Technologies, LLC	RAPTOR	86871816	11-JAN-2016	Registered	5089580	29-NOV-2016
Raptor Technologies, LLC	FAMILY REUNIFICATION	86869397	08-JAN-2016	Registered	5080658	15-NOV-2016
Raptor Technologies, LLC	STUDENT REUNIFICATION	86479046	12-DEC-2014	Registered	5023273	16-AUG-2016

Raptor Technologies, LLC	PARENT REUNIFICATION	86479031	12-DEC-2014	Registered	5023272	16-AUG-2016
Raptor Technologies, LLC	GUARDIAN REUNIFICATION	86479055	12-DEC-2014	Registered	5023274	16-AUG-2016

Applications of Registration of Trademarks

None.