

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508116

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RELATIONAL SECURITY CORPORATION		01/31/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	40 King S. West, Suite 5702		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3Y2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4252964	R SAM	
<b>Registration Number:</b>	5483663	R·SAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156932222		
<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>			
<b>Phone:</b>	4156932000		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	313569-141		
<b>NAME OF SUBMITTER:</b>	C. Rhem		
<b>SIGNATURE:</b>	/CR/		
<b>DATE SIGNED:</b>	01/31/2019		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of January 31, 2019, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and RELATIONAL SECURITY CORPORATION, a Delaware corporation (“**Grantor**”).

### RECITALS

A. Bank, Grantor and certain other borrowers (together with Grantor, “**Borrowers**”) are entering into an Amended and Restated Credit Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

B. Obligations pursuant to the Credit Agreement and any other obligations of Borrowers to Bank and Bank’s affiliates (the “**Obligations**”) are secured pursuant to that certain Pledge and Security Agreement (US), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) by and among Grantor, ACL Acquisition Corp., a Delaware corporation and Bank. Defined terms used herein without definition shall have the meanings set forth in the Security Agreement.

C. Pursuant to the Security Agreement, the Obligations are secured by the Collateral, as defined in the Security Agreement, including without limitation, all of Grantor’s Intellectual Property.

D. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

### AGREEMENT

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property, excluding any intent-to-use trademark application. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office, or United States Copyright Office, as applicable.

3. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

4. Section 1.3 of the Security Agreement is hereby incorporated by reference *mutatis mutandis*.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

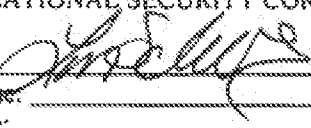
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

One Harmon Plaza, Suite 700  
Secaucus, New Jersey 07094  
Attention: Laurie Schultz, Chief Executive Officer

GRANTOR:

RELATIONAL SECURITY CORPORATION

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Bank:

CIBC Innovation Banking  
40 King S. West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Mark McQueen, President and Executive  
Managing Director

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

One Harmon Plaza, Suite 700  
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Attention: Laurie Schultz, Chief Executive Officer

GRANTOR:

RELATIONAL SECURITY CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Bank:

CIBC Innovation Banking  
40 King S. West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Mark McQueen, President and Executive  
Managing Director

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Mark McQueen  
Name: Mark McQueen  
Title: President & Executive Managing Director

EXHIBIT A  
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Relational Security Corporation	RELATIONAL SECURITY ASSESSMENT MANAGER (RSAM)	TXu001748069	8/3/2009
Relational Security Corporation	Relational security assessment manager (RSAM)	TXu001331582	8/22/2006
Relational Security Corporation	Relational security assessment manager: (RSAM)	TXu001145850	4/11/2003

EXHIBIT B

PATENTS

None.

EXHIBIT C  
TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
Relational Security Corporation	R SAM	4252964	12/4/2012
Relational Security Corporation	R SAM	5483663	6/5/2018