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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Recorded Future, Inc.		07/03/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3804339	RECORDED FUTURE
Registration Number:	1031933	MEDI-PAK
Registration Number:	5640456	INSIKT GROUP
Serial Number:	87231829	INTEL GOALS
Serial Number:	87231853	RECORDED FUTURE THE THREAT INTELLIGENCEC
Serial Number:	87614704	CYBER DAILY
Serial Number:	87735909	THREAT INTELLIGENCE MACHINE
Serial Number:	87922541	
Serial Number:	87922585	RECORDED FUTURE

CORRESPONDENCE DATA

Fax Number:

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: 1-212-318-6565

Email: emilycollins@paulhastings.com

Correspondent Name: Emily Collins
Address Line 1: 200 Park Avenue
Address Line 2: Paul Hastings LLP

Address Line 4: Great Neck, NEW YORK 10166

NAME OF SUBMITTER: Emily Collins

TRADEMARK REEL: 006686 FRAME: 0001

900505162 REEL: 00

SIGNATURE: /s/ Emily Collins				
DATE SIGNED: 07/03/2019				
Total Attachments: 6				
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 3, 2019 (this "<u>Agreement</u>"), between Recorded Future, Inc. (the "<u>Grantor</u>") and Monroe Capital Management Advisors, LLC, as collateral agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is made to (a) the Credit Agreement dated as of July 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among RF Intermediate, Inc., a Delaware corporation ("Holdings"), RF Merger Sub, Inc., a Delaware corporation ("Initial Borrower"), Recorded Future, Inc., a Delaware corporation ("Ultimate Borrower", and together with Initial Borrower, the "Borrower") the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and Monroe Capital Management Advisors, LLC, as Administrative Agent and Collateral Agent, and (b) the Collateral Agreement dated as of July 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Initial Borrower, and the Ultimate Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. 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, the Grantor hereby grants 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 (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. <u>Termination</u>. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing

the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. <u>Collateral Agreement</u>. The Grantor hereby acknowledges and affirms 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 5. <u>Counterparts</u>. 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.

SECTION 6. <u>Governing Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

RECORDED FUTURE, INC., as Grantor

By:

Name: Andrew Prodromos

Title: Vice President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed to:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Collateral Agent

Name:

Title:

[Signature Page to Trademark Security Agreement]

Schedule I

<u>Trademark Registrations</u>:

Mark	Reg. Date	Reg. No.	Owner
RECORDED FUTURE	06/15/2010	US 3804339	Recorded Future, Inc.
RECORDED FUTURE	02/24/2010	WIPO 1031933	Recorded Future, Inc.
RECORDED FUTURE (Japan)	02/24/2010	ITL 1031933	Recorded Future, Inc.
INSIKT GROUP	01/01/2019	US 5640456	Recorded Future, Inc.

<u>Trademark Applications</u>:

Mark	Mark App. Date		Owner
RECORDED FUTURE (Australia)	May 21, 2019	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE (Republic of Korea)	May 21, 2019	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE (Mexico)	May 21, 2019	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE (Singapore)	May 21, 2019	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE (Thailand)	May 21, 2019	ITL 1031933	Recorded Future, Inc.
INTEL GOALS	11/09/2016	87/231,829	Recorded Future, Inc.
RECORDED FUTURE THE THREAT INTELLIGENCE COMPANY and Design	11/09/2016	87/231,853	Recorded Future, Inc.
CYBER DAILY	09/19/2017	87/614,704	Recorded Future, Inc.
THREAT INTELLIGENCE MACHINE	12/27/2017	87/735,909	Recorded Future, Inc.
Target logo	05/15/2018	87/922,541	Recorded Future, Inc.

RECORDED FUTURE with target logo	05/15/2018	87/922,585	Recorded Future, Inc.
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RECORDED: 07/03/2019