

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K2 Intelligence, LLC		09/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC		
Street Address:	9 West 57th Street, Suite 4920		
City:	New York City		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5807193	CYBER BOOTCAMP	
Registration Number:	5266977	CYBER HOUSECALL	
Registration Number:	5266978	INNER CIRCLE DUE DILIGENCE	
Registration Number:	4846337	K2 INTELLIGENCE	
Registration Number:	4846336	K2 INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	4157336165		
Email:	awexner@goodwinlaw.com		
Correspondent Name:	Annelise Wexner		
Address Line 1:	3 Embarcadero Center, Floor 28		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Annelise Wexner		
SIGNATURE:	/s/Annelise Wexner		
DATE SIGNED:	09/24/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), made as of September 23, 2019, by K2 Intelligence, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of BSP Agency, LLC, a Delaware limited liability company in its capacity as Agent for the Lenders (each as defined in the Credit Agreement defined below) (in such capacity, the “**Grantee**”):

WITNESSETH

WHEREAS, the Grantor, K2 Intelligence Holdings, Inc., a Delaware corporation (the “**Borrower**”), K2/FIN Holdings, Inc., a Delaware corporation (“**Holdings**”), certain Subsidiaries of the Borrower from time to time party thereto as “**Guarantors**”, the financial institutions which are now or which hereafter become a party thereto (the “**Lenders**”) and the Grantee, as collateral agent for the Lenders, have entered into that certain Credit Agreement, dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”), pursuant to which the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Loan Parties (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of the date hereof, by and among the Grantee, the Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), the Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all of the assets of the Grantor, including all rights, title and interest of the Grantor in, to and under the following: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise (collectively, the “**Trademarks**”), to secure the payment of all amounts owing by the Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The representations and warranties contained in the Credit Agreement and the Security Agreement to the extent applicable to the Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement. In the event of a conflict between a provision of the Security Agreement and a provision of this Agreement, the provision of the Security Agreement shall control.

2. Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), the Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.


4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first written above.

K2 INTELLIGENCE, LLC

By: K2 INTELLIGENCE, INC., its sole member

DocuSigned by:


By: _____
Name: Jeremy Kroll
Title: President and Chief Executive Officer

Agreed and accepted as of the
date first written above:

BSP AGENCY, LLC


By: Benefit Street Partners L.L.C.
Its: Sole Member

By:  _____

Name: Ira Wishe

Title: Authorized Signatory

SCHEDULE A

Mark	Entity	Country	Appl. No. Date	Reg. No. Date	Case Status
CYBER BOOTCAMP	K2 Intelligence, LLC	United States of America	86/968365 Apr-07-2016	5807193 Jul-16-2019	Registered
CYBER HOUSECALL	K2 Intelligence, LLC	United States of America	86968363 Apr-07-2016	5266977 Aug-15-2017	Registered
K2 INTELLIGENCE	K2 Intelligence, LLC	United States of America	86/968373 Apr-07-2016	5266978 Aug-15-2017	Registered
 K2 Intelligence	K2 Intelligence, LLC	United States of America	85/673251 Jul-10-2012	4846337 Nov-03-2015	Registered
K2 INTELLIGENCE	K2 Intelligence, LLC	United States of America	85/669225 Jul-05-2012	4846336 Nov-3-2015	Registered