

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547735

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Lien Trademark Security Agreement | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NAVEX Global, Inc. | | 11/01/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Morgan Stanley Senior Funding, Inc., as Collateral Agent | | |
| Street Address: | 1300 Thames Street | | |
| Internal Address: | Floor 04 | | |
| City: | Baltimore | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21231 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3859667 | LOCKPATH | |
| Registration Number: | 3859668 | KEYLIGHT | |
| Registration Number: | 5602919 | BLACKLIGHT | |
| Registration Number: | 5720752 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202.370.4750 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Joanna McCall | | |
| 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: | 1148024 | | |
| NAME OF SUBMITTER: | Sonya Jackman | | |
| SIGNATURE: | /Sonya Jackman/ | | |
| DATE SIGNED: | 11/01/2019 | | |

OP \$115.00 3859667

Total Attachments: 5

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Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Supplement 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, dated as of November 1, 2019 (this “Agreement”), by and between NAVEX Global, Inc., a Delaware corporation (the “Grantor”), 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 (“Initial Holdings”), NAVEX TopCo, Inc., a Delaware corporation (as successor in interest to Navigator Merger Sub, Inc.) (the “Borrower”), 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, Navigator Merger Sub, Inc., 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 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 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, the 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.

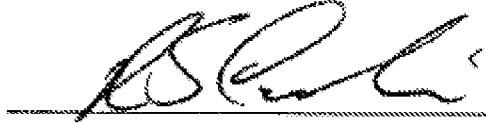
SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and 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 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 New Grantor

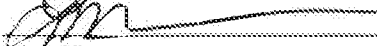
By: 
Name: Robert Conlin
Title: President and Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006785 FRAME: 0781

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

MORGAN STANLEY SENIOR FUNDING, INC., as
Collateral Agent

By: 
Name: Lisa Hanson
Title: Vice President

Schedule I
to Trademark Security Agreement

| | LOCKPATH | KEYLIGHT | BLACKLIGHT | Leaf Logo |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mark type | Word | word | word | design |
| Serial No. | 77-924,863 | 77-925,135 | 87-650,396 | 88-072,360 |
| Registration No. | 3,859,667 | 3,859,668 | 5,602,919 | 5,720,752 |
| Initial Registration Date | October 12, 2010 | October 12, 2010 | November 6, 2018 | April 9, 2019 |
| First Use in Commerce | August 31, 2008 | October 31, 2009 | August 13, 2018 | August 3, 2018 |
| Applicant / Registered Owner | Lockpath, Inc. (as assigned to NAVEX Global, Inc.) | Lockpath, Inc. (as assigned to NAVEX Global, Inc.) | Lockpath, Inc. (as assigned to NAVEX Global, Inc.) | Lockpath, Inc. (as assigned to NAVEX Global, Inc.) |
| Next Maintenance Deadline | Section 8 & 9; October 12, 2019 - October 12, 2020 | Section 8 & 9; October 12, 2019 - October 12, 2020 | Section 8 & 15; November 6, 2023 to November , 2024 | Section 8 & 15; April 9, 2024 to April 9, 2025 |
| USPTO Maintenance Filing Fees | \$425.00 per class | \$425.00 per class | \$325.00 per class | \$325.00 per class |
| Current Status | Active | Active | Petition for Cancellation filed with the U.S. Trademark Trial and Appeal Board by BlackBag Technologies, Inc. under proceeding no. 92071544. Answer due July 29, 2019. | Active |
| Country registered in | USA | USA | USA | USA |
| List of Goods and Services | 42 Software as a service (SAAS) services featuring software in the field of governance, risk and compliance used for data collection, access, storage, organization, editing, management, sharing and reporting. | 42 Software as a service (SAAS) services featuring software in the field of governance, risk and compliance used for data collection, access, storage, organization, editing, management, sharing and reporting. | 42 Cloud based computer software platform for digital risk data processing, integration, analysis, and acquisition; computer software platform used to identify, collect, configure, process, interpret, simplify, deduplicate, correlate, filter, categorize, display, analyze and search data in managing digital risk applications; computer software platform used to identify, collect, configure, process, interpret, simplify, deduplicate, correlate, filter, categorize, display, analyze, and search data relating to, but not limited to vulnerabilities, configuration data, event data, IOT, OT, incident ticketing and GRC/IRM platform integration for the purposes of digital risk | 42 Software as a service (SAAS) services featuring software for collecting, storing, organizing, editing, managing, sharing and transmitting data in the fields of governance, risk and compliance. |