

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NightOwl Global, LLC		07/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 W. Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	6030912	NIGHTOWL NCONTROL	
Registration Number:	5540476	DECISION CENTER	
Registration Number:	5517200	NHANCE	
Registration Number:	5416142	NSURE	
Registration Number:	5200835	MISSION CONTROL	
Registration Number:	5214709	NIGHTOWL NALYTICS	
Registration Number:	4981575	NRPRACTICE	
Registration Number:	5055791	NREFERENCE	
Registration Number:	5370492	NSPECT	
Registration Number:	4808536	NSIGHT	
Registration Number:	4790659	NSIGHT	
Registration Number:	4919269	NSIGHT	
Registration Number:	4720003	NOW YOU'RE READY	
Registration Number:	4634198	NIGHTOWL NTERPRISE	
Registration Number:	4470225	NVELOPE	
Registration Number:	4400023	NGAGE	
Registration Number:	4399929	NTRIAL	
Registration Number:	4399930	NVISION	
Registration Number:	4328306	NTEGRATE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4345360	NIGHTOWL DISCOVERY

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: 2136207848
 Email: iprecordations@whitecase.com
 Correspondent Name: Justine Lu/White & Case LLP
 Address Line 1: 555 South Flower Street, 2700
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1785638-0035-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	07/31/2020

Total Attachments: 7

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THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2020, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of January 31, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among HSID Acquisition, LLC, a Delaware limited liability company (until the consummation of the Closing Date Acquisition and effectiveness of the Closing Date Assignment and Assumption, the “Initial Borrower” and, thereafter, “Holdings”), HaystackID Holdings LLC, a Delaware limited liability company (from and after the consummation of the Closing Date Acquisition and effectiveness of the Closing Date Assignment and Assumption, “Borrower”), each other Person party thereto that is designated as a Credit Party, the Lenders and the L/C Issuer from time to time party thereto and BMO Harris Bank N.A., as the Agent for the Lenders (including Swingline Lender) and L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of January 31, 2020 in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no security interest shall be granted, and the Trademark Collateral shall not include, any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office (but only until such statement is filed and accepted).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between any provision of this Trademark Security Agreement and any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NIGHTOWL GLOBAL, LLC, as Grantor

By:

Name: Larry Marshall

Title: Chief Financial Officer

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (HAYSTACK)}

ACCEPTED AND AGREED
as of the date first written above:

BMO HARRIS BANK N.A.,
as the Agent

A handwritten signature in cursive script that reads "Pauline Christopher".

By:
Name: Pauline Christopher
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (HAYSTACK)]


TRADEMARK
REEL: 007012 FRAME: 0220

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
NIGHTOWL NCONTROL	6030912	4/7/2020
DECISION CENTER	5540476	8/14/18
NHANCE	5517200	7/17/18
NSURE	5416142	3/6/18
MISSION CONTROL	5200835	5/9/17
NIGHTOWL NALYTICS	5214709	5/30/17
NPRACTICE	4981575	6/21/16
NREFERENCE	5055791	10/4/16
NSPECT	5370492	1/2/18

NSIGHT	4808536	9/8/15
NSIGHT	4790659	8/11/15
NSIGHT	4919269	3/15/16
NOW YOU'RE READY	4720003	4/14/15
NIGHTOWL ENTERPRISE	4634198	11/4/14
NVELOPE	4470225	1/21/14
NGAGE	4400023	9/10/13
NTRIAL	4399929	9/10/13
NVISION	4399930	9/10/13
NTEGRATE	4328306	4/30/13
 NightOwlDiscovery	4345360	6/4/13

2. TRADEMARK APPLICATIONS

None.