

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589703

<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>
NightOwl Global, LLC		07/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maranon Capital, L.P., as Agent		
<b>Street Address:</b>	303 West Madison Street		
<b>Internal Address:</b>	Suite 2500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6030912	NIGHTOWL NCONTROL	
<b>Registration Number:</b>	5540476	DECISION CENTER	
<b>Registration Number:</b>	5517200	NHANCE	
<b>Registration Number:</b>	5416142	NSURE	
<b>Registration Number:</b>	5200835	MISSION CONTROL	
<b>Registration Number:</b>	5214709	NIGHTOWL NALYTICS	
<b>Registration Number:</b>	4981575	NRPRACTICE	
<b>Registration Number:</b>	5055791	NREFERENCE	
<b>Registration Number:</b>	5370492	NSPECT	
<b>Registration Number:</b>	4808536	NSIGHT	
<b>Registration Number:</b>	4790659	NSIGHT	
<b>Registration Number:</b>	4919269	NSIGHT	
<b>Registration Number:</b>	4720003	NOW YOU'RE READY	
<b>Registration Number:</b>	4634198	NIGHTOWL NTERPRISE	
<b>Registration Number:</b>	4470225	NVELOPE	
<b>Registration Number:</b>	4400023	NGAGE	
<b>Registration Number:</b>	4399929	NTRIAL	
<b>Registration Number:</b>	4399930	NVISION	
<b>TRADEMARK</b>			

CH \$515.00 6030912

Property Type	Number	Word Mark
Registration Number:	4328306	NTEGRATE
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:** 212.940.6562  
**Email:** joanne.arnold@katten.com  
**Correspondent Name:** Joanne BL Arnold  
**Address Line 1:** Katten  
**Address Line 2:** 575 Madison Avenue  
**Address Line 4:** New York, NEW YORK 10022-2585

<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
<b>SIGNATURE:</b>	/Joanne BL Arnold/
<b>DATE SIGNED:</b>	07/31/2020

**Total Attachments: 7**

- source=Haystack - 2L Trademark Security Agreement [Executed]#page1.tif
- source=Haystack - 2L Trademark Security Agreement [Executed]#page2.tif
- source=Haystack - 2L Trademark Security Agreement [Executed]#page3.tif
- source=Haystack - 2L Trademark Security Agreement [Executed]#page4.tif
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- source=Haystack - 2L Trademark Security Agreement [Executed]#page7.tif

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Second Lien Agent pursuant to or in connection with this Trademark Security Agreement or any other Security Document, and the exercise of any right or remedy by the Agent hereunder or thereunder are subject to the provisions of the Intercreditor Agreement dated as of January 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among BMO Harris Bank N.A., as the First Lien Agent, and Maranon Capital, L.P., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement or any Collateral Document, the terms of the Intercreditor Agreement shall control.

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 Maranon Capital, L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second 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 from time to time party thereto and Maranon Capital, L.P., as the Agent for the Lenders, the Lenders 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 Second Lien 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, 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 and the Agent to enter into the Credit Agreement and to induce the Lenders 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"):

or

(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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE  
FOLLOWS]

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 SECOND LIEN TRADEMARK SECURITY AGREEMENT (HAYSTACK)]

ACCEPTED AND AGREED  
as of the date first written above:

MARANON CAPITAL, L.P.,  
as the Agent

By: 

Name: Rommel Garcia

Title: Managing Director

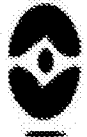
SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT

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
NFERENCE	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.