

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (2L)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DUFF & PHELPS, LLC		04/09/2020	Limited Liability Company: DELAWARE
KROLL, LLC		04/09/2020	Limited Liability Company: DELAWARE
PRIME CLERK, LLC		04/09/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC		
Street Address:	200 West street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5991710	CYBERCLARITY360	
Registration Number:	5740254	KROLLDISCOVERY	
Registration Number:	5734353	KROLLDISCOVERY	
Registration Number:	5303040	CYBERDETECTOR	
Registration Number:	4584899	KROLL ADVISORY SOLUTIONS	
Registration Number:	3130491	ID THEFTSMART	
Registration Number:	2906977	KROLL ONTRACK	
Registration Number:	1948659	KROLL	
Registration Number:	4642175	P	
Registration Number:	4818413	PRIME CLERK	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		

CH \$265.00 5991710

Email: juan.arias@weil.com
Correspondent Name: Meghan Bell
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Meghan Bell - 71620.0148

NAME OF SUBMITTER: MEGHAN BELL

SIGNATURE: /MEGHAN BELL/

DATE SIGNED: 08/19/2020

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of April 9, 2020, is made by DUFF & PHELPS, LLC, a Delaware limited liability company, KROLL, LLC, a Delaware limited liability company and PRIME CLERK LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”), in favor of Goldman Sachs Lending Partners LLC, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of April 9, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), Deerfield Dakota Holding, LLC, a Delaware limited liability company (the “Borrower”), the Lenders from time to time party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of April 9, 2020 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective loans to the Borrower, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a Lien on and Security Interest in all of each such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided, that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Security Interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement

(and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DUFF & PHELPS, LLC,
as Grantor

By: 

Name: Patrick Puzzuoli

Title: Executive Vice President, Chief Financial Officer
and Treasurer

KROLL, LLC,
as Grantor

By: 

Name: Patrick Puzzuoli

Title: Executive Vice President, Chief Financial Officer
and Treasurer

PRIME CLERK LLC,
as Grantor

By: _____

Name: Shai Waisman

Title: Chief Executive Officer

[Signature Page for Grant of Security Interest in Trademark Rights (Second Lien)]

TRADEMARK
REEL: 007028 FRAME: 0449

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

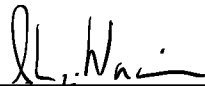
DUFF & PHELPS, LLC,
as Grantor

By: _____
Name: Patrick Puzzuoli
Title: Executive Vice President, Chief Financial Officer
and Treasurer


KROLL, LLC,
as Grantor

By: _____
Name: Patrick Puzzuoli
Title: Executive Vice President, Chief Financial Officer
and Treasurer

PRIME CLERK LLC,
as Grantor

By:  _____
Name: Shai Waisman
Title: Chief Executive Officer

GOLDMAN SACHS LENDING PARTNERS LLC,
as the Agent

By: 

Name: Robert Ehudin

Title: Authorized Signatory

SCHEDULE A**U.S. Trademark Registrations and Applications**

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
DUFF & PHELPS, LLC	CYBERCLARITY360	87794417	12-FEB-2018	5991710	18-Feb-2020
KROLL, LLC	KROLLDISCOVERY	87300547	13-JAN-2017	5740254	30-APR-2019
KROLL, LLC	KROLLDISCOVERY	87300553	13-JAN-2017	5734353	23-APR-2019
KROLL, LLC	CYBERDETECTOR	87151080	25-AUG-2016	5303040	03-OCT-2017
KROLL, LLC	KROLL ADVISORY SOLUTIONS	85574039	20-MAR-2012	4584899	12-AUG-2014
KROLL, LLC	ID THEFTSMART	78215021	14-FEB-2003	3130491	15-AUG-2006
KROLL, LLC	KROLL ONTRACK	76418487	12-JUN-2002	2906977	30-NOV-2004
KROLL, LLC	KROLL	74614235	22-DEC-1994	1948659	16-JAN-1996
PRIME CLERK LLC	P	86031540	07-AUG-2013	4642175	18-NOV-2014
PRIME CLERK, LLC	PRIME CLERK	86002242	03-JUL-2013	4818413	22-SEP-2015