

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSA Security LLC		09/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4140981	ARCHER	
Registration Number:	3325062	ENVISION	
Registration Number:	2674324	NETWITNESS	
Registration Number:	1914609	RC2	
Registration Number:	1911168	RC4	
Registration Number:	2384867	RC5	
Registration Number:	2464394	RSA	
Registration Number:	2354277	COGEN	
Registration Number:	2335885	RSA	
Registration Number:	4070748	RSA	
Registration Number:	4070749	RSA	
Registration Number:	5768047	RSA	
Registration Number:	2507742	RSA	
Registration Number:	2594941	RSA SECURED	
Registration Number:	1429087	SECURID	
Registration Number:	5871464	SECURID	
Registration Number:	1778802	SECURID	
Registration Number:	2561120	SMART RULES	
Serial Number:	88757606	ARCHER	
TRADEMARK			

CH \$490.00 4140981

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: 2128192565
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes/ White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1155735-0253-CM65
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NAME OF SUBMITTER:	Kate Andes
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SIGNATURE:	/Kate Andes/
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DATE SIGNED:	09/01/2020
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Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of September 1, 2020, (this “**Agreement**”), among RSA Security LLC (the “**Grantor**”) and Jefferies Finance LLC (“**Jefferies**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of September 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in the Second Lien Credit Agreement) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of September 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Second Lien Credit Agreement**”), by and among Redstone Holdco 2 LP, a Delaware limited partnership, the other Borrowers, Redstone GP HoldCo 2 LLC, a Delaware limited liability company, Redstone HoldCo 1 LP, a Delaware limited partnership, the lenders from time to time party thereto and Jefferies, in its capacities as administrative agent and collateral agent for the lenders.

Notwithstanding anything herein to the contrary, this Trademark Security Agreement, together with the security interest granted hereunder to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement and any other Acceptable Intercreditor Agreement (each as defined in the Second Lien Credit Agreement) then in effect, if any.

Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the foregoing;
- C. the right to sue third parties for past, present and future infringements of the foregoing; and
- D. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” (or similar) Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act or similar filing with respect thereto.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts; Electronic Execution. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in this Agreement or any other document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, electronic records or the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.


[Signature Pages Follow]

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

RSA SECURITY LLC

By: Rohit Ghai
Name: Rohit Ghai
Title: Chief Executive Officer

JEFFERIES FINANCE LLC,
as Collateral Agent

By:  _____
Name: Brian Buoye
Title: Managing Director

By: _____
Name:
Title:

SCHEDULE I

UNITED STATES REGISTERED TRADEMARKS

TRADEMARK	STATUS	REG. NO.	REG. DATE	OWNER
ARCHER	Registered	4140981	May 15 2012	RSA Security LLC
ENVISION	Registered	3325062	Oct 30 2007	RSA Security LLC
NETWITNESS	Registered	2674324	Jan 14 2003	RSA Security LLC
RC2	Registered	1914609	Aug 29 1995	RSA Security LLC
RC4	Registered	1911168	Aug 15 1995	RSA Security LLC
RC5	Registered	2384867	Sep 12 2000	RSA Security LLC
RSA	Registered	2464394	Jun 26 2001	RSA Security LLC
RSA	Registered	2345277	Apr 25 2000	RSA Security LLC
RSA	Registered	2335885	Mar 28 2000	RSA Security LLC
RSA	Registered	4070748	Dec 13 2011	RSA Security LLC
RSA	Registered	4070749	Dec 13 2011	RSA Security LLC
RSA	Registered	5768047	Jun 04 2019	RSA Security LLC
RSA & DESIGN	Registered	2507742	Nov 13 2001	RSA Security LLC
RSA SECURED	Registered	2594941	Jul 16 2002	RSA Security LLC
SECURID	Registered	1429087	Feb 17 1987	RSA Security LLC
SECURID	Registered	5871464	Oct 01 2019	RSA Security LLC
SecurID (Stylized)	Registered	1778802	Jun 29 1993	RSA Security LLC
SMART RULES	Registered	2561120	Apr 16 2002	RSA Security LLC

UNITED STATES TRADEMARK APPLICATIONS

TRADEMARK	STATUS	APP. NO.	DATE FILED	OWNER
ARCHER	Pending	88757606	Jan. 13, 2020	RSA Security LLC

Schedule I

EXHIBIT A

SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of [●][●], 20[●], this “Trademark Security Agreement Supplement”), among RSA Security LLC (the “**Grantor**”) and Jefferies Finance LLC (“**Jefferies**”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of September 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in the Second Lien Credit Agreement) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of September 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Second Lien Credit Agreement**”), by and among Redstone Holdco 2 LP, a Delaware limited partnership, the other Borrowers, Redstone GP HoldCo 2 LLC, a Delaware limited liability company, Redstone HoldCo 1 LP, a Delaware limited partnership, the lenders from time to time party thereto and Jefferies, in its capacities as administrative agent and collateral agent for the lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the Grantor and the Collateral Agent have entered into that certain Second Lien Trademark Security Agreement, dated as of September 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement.

Notwithstanding anything herein to the contrary, this Trademark Security Agreement Supplement, together with the security interest granted hereunder to the Collateral Agent pursuant to this Trademark Security Agreement Supplement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement and any other Acceptable Intercreditor Agreement (each as defined in the Second Lien Credit Agreement) then in effect, if any.

Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

Exhibit A

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the foregoing;
- C. the right to sue third parties for past, present and future infringements of the foregoing; and
- D. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Trademark Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” (or similar) Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act or similar filing with respect thereto.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts; Electronic Execution. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement Supplement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement Supplement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in this Trademark Security Agreement Supplement or any other document to be signed in connection with this Trademark Security Agreement Supplement and the transactions contemplated hereby shall be deemed to include electronic signatures, electronic records or the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

Exhibit A

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

RSA Security LLC

By: _____
Name: [●]
Title: [●]

Exhibit A

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A

SCHEDULE I

UNITED STATES TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

UNITED STATES TRADEMARKS APPLICATIONS

APPLICANT	SERIAL NO.	TRADEMARK

Schedule I

#93574259v2