

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602005

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VTHREAT, LLC		10/08/2020	Limited Liability Company: DELAWARE
RELIAQUEST, LLC		10/08/2020	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Sixth Street Specialty Lending, Inc. (as Collateral Agent)
Street Address:	2100 McKinney Avenue, Suite 1500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	88438258	GREYMATTER
Serial Number:	88438262	GREYMATTER
Registration Number:	5002941	BE THE ADVERSARY
Registration Number:	6122751	
Registration Number:	5290024	
Registration Number:	4936556	
Registration Number:	4926391	
Registration Number:	5375293	GREYFORM
Registration Number:	4996634	MAKE SECURITY POSSIBLE
Registration Number:	5259200	MAKING SECURITY POSSIBLE
Registration Number:	5893554	MODEL INDEX
Registration Number:	5449854	NO SHOW DOGS
Registration Number:	6046030	RELIAQUEST
Registration Number:	6046031	RELIAQUEST
Registration Number:	5276074	RELIAQUEST
Registration Number:	4926390	RELIAQUEST
Registration Number:	4918115	RELIAQUEST

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5953933	RELIAQUEST MODEL INDEX
Registration Number:	5785780	RELIAQUEST UNIVERSITY
Registration Number:	6046035	RQ
Registration Number:	5668768	RQ
Registration Number:	5689506	RQAHM
Registration Number:	5797553	RQAWARE
Registration Number:	5689505	RQCONTENT
Registration Number:	5705000	RQGREYMATTER
Registration Number:	5689507	RQPORTAL
Registration Number:	5704999	RQTRANSLATE
Registration Number:	5785781	RQU
Registration Number:	5705001	RQVISION
Registration Number:	5169873	REDTEAM AI
Registration Number:	5064256	SECURE SMARTER, NOT HARDER
Registration Number:	6139274	SECURITY IS A TEAM SPORT
Registration Number:	5340169	THREATCARE
Registration Number:	5019543	VERIFY THREAT
Registration Number:	5003486	VIOLET
Registration Number:	4768531	VTHREAT

CORRESPONDENCE DATA

Fax Number: 2129692900
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: 2129693000
Email: trademark@proskauer.com
Correspondent Name: Jaemin Lee
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	74267-050
NAME OF SUBMITTER:	Jaemin Lee
SIGNATURE:	/Jaemin Lee/
DATE SIGNED:	10/09/2020

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 October 8, 2020, is made by vThreat, LLC, a Delaware limited liability company and ReliaQuest, LLC, a Florida limited liability company (each a “Grantor”), in favor of Sixth Street Specialty Lending, Inc., as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 8, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Raptor Parent LLC, a Delaware limited liability company (“Holdings”), Raptor Merger Sub LLC, a Florida limited liability company and wholly owned subsidiary of Holdings (“Merger Sub”), which, on the Closing Date, shall be merged with ReliaQuest Holdings, LLC, a Florida limited liability company (the “Company” and, following the consummation of the Merger, the “Borrower”), the lending institutions from time to time parties thereto (each, a “Lender” and collectively the “Lenders”) and Sixth Street Specialty Lending, Inc., as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case 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 the Security Agreement, dated as of October 8, 2020 in favor of the Collateral Agent (together with all amendments, restatements, supplements 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 Collateral 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 loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral 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 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 Collateral 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 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 each Grantor 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 LAWS 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.

VTHREAT, LLC,
as a Grantor

By: 
Name: Greg Farrell
Title: Chief Financial Officer

RELIAQUEST, LLC,
as a Grantor

By: 
Name: Greg Farrell
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007093 FRAME: 0807

SIXTH STREET SPECIALTY LENDING, INC.,
as the Collateral Agent

By:



Name: Robert (Bo) Stanley
Title: President

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark Applications:

Trademark	Country	Owner	Application Number	Filing Date
GREYMATTER	USA	ReliaQuest, LLC	88438258	May 20, 2019
GREYMATTER	USA	ReliaQuest, LLC	88438262	May 20, 2019

Trademark Registrations:

Trademark	Country	Owner	Registration Number	Registration Date
BE THE ADVERSARY	USA	vThreat, Inc.	5002941	July 19, 2016
DESIGN ONLY	USA	ReliaQuest, LLC	6122751	August 11, 2020
DESIGN ONLY	USA	ReliaQuest, LLC	5290024	September 19, 2017
DESIGN ONLY	USA	vThreat, Inc.	4936556	April 12, 2016
DESIGN ONLY	USA	ReliaQuest, LLC	4926391	March 29, 2016
GREYFORM	USA	ReliaQuest, LLC	5375293	June 14, 2017
MAKE SECURITY POSSIBLE	USA	ReliaQuest, LLC	4996634	July 12, 2016
MAKE SECURITY POSSIBLE	USA	ReliaQuest, LLC	5259200	August 8, 2017
MODEL INDEX	USA	ReliaQuest, LLC	5893554	October 22, 2019
NO SHOW DOGS	USA	ReliaQuest, LLC	5449854	April 17, 2018
RELIAQUEST	USA	ReliaQuest, LLC	6046030	May 5, 2020
RELIAQUEST	USA	ReliaQuest, LLC	6046031	May 5, 2020
RELIAQUEST	USA	ReliaQuest, LLC	5276074	August 29, 2017
RELIAQUEST	USA	ReliaQuest, LLC	4926390	March 29, 2016
RELIAQUEST	USA	ReliaQuest, LLC	4918115	March 15, 2016
RELIAQUEST MODEL INDEX	USA	ReliaQuest, LLC	5953933	January 7, 2020

Trademark	Country	Owner	Registration Number	Registration Date
RELIAQUEST UNIVERSITY	USA	ReliaQuest, LLC	5785780	June 25, 2019
RQ	USA	ReliaQuest, LLC	6046035	May 5, 2020
RQ	USA	ReliaQuest, LLC	5668768	February 5, 2019
RQAHM	USA	ReliaQuest, LLC	5689506	March 5, 2019
RQAWARE	USA	ReliaQuest, LLC	5797553	July 9, 2019
RQCONTENT	USA	ReliaQuest, LLC	5689505	March 5, 2019
RQGREYMATTER	USA	ReliaQuest, LLC	5705000	March 19, 2019
RQPORTAL	USA	ReliaQuest, LLC	5689507	March 5, 2019
RQTRANSLATE	USA	ReliaQuest, LLC	5704999	March 19, 2019
RQU	USA	ReliaQuest, LLC	5785781	June 25, 2019
RQVISION	USA	ReliaQuest, LLC	5705001	March 19, 2019
REDTEAM AI	USA	vThreat, Inc.	5169873	March 28, 2017
SECURE SMARTER. NOT HARDER	USA	vThreat, Inc.	5064256	October 18, 2016
SECURITY IS A TEAM SPORT	USA	ReliaQuest, LLC	6139274	September 1, 2020
THREATCARE	USA	vThreat, Inc.	5340169	November 21, 2017
VERIFY THREAT	USA	vThreat, Inc.	5019543	August 9, 2016
VIOLET	USA	vThreat, Inc.	5003486	July 19, 2016
VTHREAT	USA	vThreat, Inc.	4768531	July 7, 2015