

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITAL FOOTPRINTS INTERNATIONAL, L.L.C.		12/01/2020	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86802889	DOSSIER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	12/02/2020		
Total Attachments: 6			
source=08b. Intrepid - First Lien Trademark Security Agreement (DIGITAL FOOTPRINTS INTERNATIONAL, L.L.C.)#page1.tif			
source=08b. Intrepid - First Lien Trademark Security Agreement (DIGITAL FOOTPRINTS INTERNATIONAL, L.L.C.)#page2.tif			

OP \$40.00 86802889

source=08b. Intrepid - First Lien Trademark Security Agreement (DIGITAL FOOTPRINTS INTERNATIONAL, L.L.C.)#page3.tif

source=08b. Intrepid - First Lien Trademark Security Agreement (DIGITAL FOOTPRINTS INTERNATIONAL, L.L.C.)#page4.tif

source=08b. Intrepid - First Lien Trademark Security Agreement (DIGITAL FOOTPRINTS INTERNATIONAL, L.L.C.)#page5.tif

source=08b. Intrepid - First Lien Trademark Security Agreement (DIGITAL FOOTPRINTS INTERNATIONAL, L.L.C.)#page6.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2020 (this “Agreement”), between DIGITAL FOOTPRINTS INTERNATIONAL, L.L.C. (the “Grantor”) and MORGAN STANLEY SENIOR FUNDING, INC., as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement, dated as of December 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among INTREPID MIDCO, INC., a Delaware corporation (“Holdings”), INTREPID MERGER SUB, INC., a Delaware corporation (the “Borrower”), which on the Effective Date merged with and into DELTA TOPCO, INC., a Delaware corporation, with Delta Topco, Inc. surviving the merger and continuing as the Borrower, the Lenders party thereto and MORGAN STANLEY SENIOR FUNDING, INC., as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of December 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Holdings, the Borrower, the Grantors (as defined in the First Lien Collateral Agreement) from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement, and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the First Lien Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Trademark Collateral (as defined below). The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, 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 First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral 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 First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

[Remainder of Page Intentionally Left Blank]

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

DIGITAL FOOTPRINTS
INTERNATIONAL, L.L.C., as
Grantor

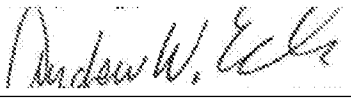
By Hoke I. Horne III

Name: Hoke Irvine Horne III

Title: President and Treasurer

{Signature Page to First Lien Trademark Security Agreement}

MORGAN STANLEY SENIOR FUNDING,
INC., as First Lien Collateral Agent

By: 

Name: Andrew Earls

Title: Authorized Signatory

Schedule I

United States Registered and Applied-For Trademarks

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
DOSSIER	86802889	10/28/2015	5092662	11/29/2016	DIGITAL FOOTPRINTS INTERNATIONAL, L.L.C. ¹

¹ Owner of record is DIGITAL FOOTPRINTS INTERNATIONAL, LLC (no periods).