

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM627528

<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>
Nisos Holdings Inc.		02/19/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	55 Almaden Boulevard		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6243490	THE CYBER5	
<b>Registration Number:</b>	6090304	COUNTER DISINFORMATION AS A SERVICE	
<b>Registration Number:</b>	5959569		
<b>Registration Number:</b>	5959568	NISOS	
<b>Serial Number:</b>	90344544	ZERO TOUCH DILIGENCE	
<b>Serial Number:</b>	90470001	KNOW YOUR ADVERSARY	
<b>Serial Number:</b>	90428477	PANDION	
<b>Serial Number:</b>	90369977	ADVERSARY INSIGHTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(619) 699-2708		
<b>Email:</b>	christian.cruz@us.dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		

CH \$215.00 6243490

<b>SIGNATURE:</b>	/s/ Matt Schwartz
<b>DATE SIGNED:</b>	02/22/2021
<b>Total Attachments: 7</b> source=WAB_Nisos Holdings_Executed IPSA (2.2021)#page1.tif source=WAB_Nisos Holdings_Executed IPSA (2.2021)#page2.tif source=WAB_Nisos Holdings_Executed IPSA (2.2021)#page3.tif source=WAB_Nisos Holdings_Executed IPSA (2.2021)#page4.tif source=WAB_Nisos Holdings_Executed IPSA (2.2021)#page5.tif source=WAB_Nisos Holdings_Executed IPSA (2.2021)#page6.tif source=WAB_Nisos Holdings_Executed IPSA (2.2021)#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of February 19, 2021, by and between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and NISOS HOLDINGS INC., a Delaware corporation ("Grantor"), is made with reference to that certain Loan and Security Agreement by and among Lender, Grantor and NISOS GROUP LLC, a Delaware limited liability company, dated as of the same date hereof (as amended from time to time, the "Loan Agreement"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right,

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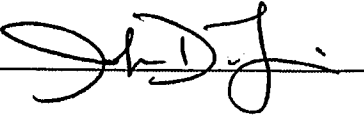
power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

*[Balance of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

NISOS HOLDINGS INC., a Delaware corporation

By: 

Name: Jennifer DeTrani

Title: General Counsel and Secretary

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn: Loren Buck, CFO  
603 King Street, Suite 300  
Alexandria, VA 22314  
Email: lbuck@nisos.com

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**

**REEL: 007199 FRAME: 0367**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

NISOS HOLDINGS INC., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn: Loren Buck, CFO  
603 King Street, Suite 300  
Alexandria, VA 22314  
Email: lbuck@nisos.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: Benjamin Schwartz

Name: BENJAMIN SCHWARTZ

Title: AVP - Portfolio Management

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

*{Signature Page to Intellectual Property Security Agreement}*

TRADEMARK

REEL: 007199 FRAME: 0368

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>
NONE					

Exhibit B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
ZERO TOUCH DILIGENCE	90344544			11/26/20
KNOW YOUR ADVERSARY	90470001			01/15/21
PANDION	90428477			12/30/20
ADVERSARY INSIGHTS	90369977			12/09/20
THE CYBER5	88942516	6243490		06/01/20
COUNTER DISINFORMATION AS A SERVICE	88714514	6090304		12/04/19
[Design Only]	88480061	5959569		06/19/19
NISOS	88480014	5959568		06/19/19



EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
NONE				

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