

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AccessData Group, Inc.		02/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC		
Street Address:	500 W. 5th Street		
Internal Address:	Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	1732702	ACCESSDATA	
Registration Number:	3443686	ACCESSDATA CERTIFIED EXAMINER	
Registration Number:	3443685	ACE	
Registration Number:	5413492	AD ACCESSDATA	
Registration Number:	5382288	AD RTK	
Registration Number:	4033815	AD SUMMATION	
Registration Number:	5795343	CERBERUS	
Registration Number:	3457182	DISCOVERY CRACKER	
Registration Number:	4281886	DISTRIBUTED NETWORK ATTACK	
Registration Number:	2560632	DISTRIBUTED NETWORK ATTACK	
Registration Number:	2473656	DNA	
Registration Number:	4294394	FORENSIC TOOLKIT	
Registration Number:	2633616	FORENSIC TOOLKIT	
Registration Number:	3120618	FTK	
Registration Number:	5868497	HERCULE	
Registration Number:	5868384	HERCULE	
Registration Number:	4974932	LAWDROP	
Registration Number:	5156962	LAWDROP	

CH \$765.00 1732702

Property Type	Number	Word Mark
Registration Number:	4097867	MOBILE PHONE EXAMINER PLUS
Registration Number:	3207620	PASSWORD RECOVERY TOOLKIT
Registration Number:	3120619	PRTK
Registration Number:	3120616	REGISTRY VIEWER
Registration Number:	5868445	QUIN-C
Registration Number:	5867299	QUIN-C
Registration Number:	6167025	QVIEW
Registration Number:	6006414	QVIEW
Registration Number:	1363032	SUMMATION
Registration Number:	2654760	CASEVAULT
Registration Number:	2514321	IBLAZE
Registration Number:	4695689	ACCESSDATA

CORRESPONDENCE DATA

Fax Number: 7044441111

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: 7044441124

Email: elaine.hunt@alston.com

Correspondent Name: Michele M. Glessner

Address Line 1: Alston & Bird LLP

Address Line 2: 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 03/05/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of June 1, 2018 (as amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Exterro, Inc., EXT Buyer Inc., the other Loan Parties from time to time party thereto (including, for the avoidance of doubt, the Grantor), the Lenders from time to time party thereto and AB Private Credit Investors LLC, as administrative agent and collateral agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to that certain Pledge and Security Agreement, dated as of June 1, 2018, in favor of Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which each such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to 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 the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at

law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include Excluded Property.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

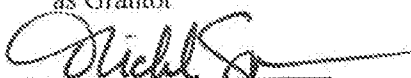
Section 6. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACCESSDATA GROUP, INC.

as Grantor

By: 

Name: Michelle Spencer

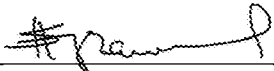
Title: Chief Financial Officer

EXTERRO, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 007212 FRAME: 0777

ACCEPTED AND AGREED
as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: 
Name: Shishir Agrawal
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Loan Party</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AccessData Group, Inc.	AD QBLAZE	N/A	N/A
AccessData Group, Inc.	AD QBLAZE	N/A	N/A
AccessData Group, Inc.	ACCESSDATA	1,732,702	Nov. 17, 1992
AccessData Group, Inc.	ACCESSDATA CERTIFIED EXAMINER	3,443,686	June 10, 2008
AccessData Group, Inc.	ACE	3,443,685	June 10, 2008
AccessData Group, Inc.	 ACCESSDATA	5,413,492	February 27, 2018
AccessData Group, Inc.	AD RTK	5,382,288	January 16, 2018
AccessData Group, Inc.	AD SUMMATION	4,033,815	Oct. 4, 2011
AccessData Group, Inc.	CERBERUS	5,795,343	July 2, 2019

AccessData Group, Inc.	DISCOVERY CRACKER	3,457,182	Jul. 1, 2008
AccessData Group, Inc.	DISTRIBUTED NETWORK ATTACK	4,281,886	Jan. 29, 2013
AccessData Group, Inc.	DISTRIBUTED NETWORK ATTACK	2,560,632	April 9, 2002
AccessData Group, Inc.	DNA	2,473,656	July 31, 2001
AccessData Group, Inc.	FORENSIC TOOLKIT	4,294,394	Feb. 26, 2013
AccessData Group, Inc.	FORENSIC TOOLKIT	2,633,616	Oct. 8, 2002
AccessData Group, Inc.	FTK	3,120,618	July 25, 2006
AccessData Group, Inc.	HERCULE	5,868,497	Sept 24, 2019
AccessData Group, Inc.	HERCULE	5,868,384	Sept 24, 2019
AccessData Group, Inc.	LAWDROP	4,974,932	June 7, 2016
AccessData Group, Inc.	LAWDROP	5,156,962	March 7, 2017

AccessData Group, Inc.	MOBILE PHONE EXAMINER PLUS	4,097,867	Feb. 14, 2012
AccessData Group, Inc.	PASSWORD RECOVERY TOOLKIT	3,207,620	Feb. 13, 2007
AccessData Group, Inc.	PRTK	3,120,619	July 25, 2006
AccessData Group, Inc.	REGISTRY VIEWER	3,120,616	July 25, 2006
AccessData Group, Inc.	QUIN-C	5,868,445	Sept 24, 2019
AccessData Group, Inc.	QUIN-C	5,867,299	Sept 24, 2019
AccessData Group, Inc.	QVIEW	6,167,025	Oct. 6, 2020
AccessData Group, Inc.	QVIEW	6,006,414	March 10, 2020
AccessData Group, Inc.	SUMMATION	1,363,032	Oct.1, 1985
AccessData Group, Inc.	SYNTRICATE	5,153,609	March 7, 2017
AccessData Group, Inc.	CASEVAULT	5,654,760	Nov. 26,2002

AccessData Group, Inc.	IBLAZE	2,514,321	Dec. 4, 2001
AccessData Group, Inc.	ACCESSDATA	4,695,689	March 2, 2015
AccessData Group, Inc.	ACCESSDATA	1419991	Dec. 11, 2013
AccessData Group, Inc.		13882235	April 14, 2015