

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keyfactor, Inc.		06/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC bank, national association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5886607	KEYFACTOR	
Registration Number:	5984739	VSCEP	
Registration Number:	5541727	CSS	
Registration Number:	5667014	IT'S YOUR PKI	
Registration Number:	5541726	CSS	
Registration Number:	5192520	TRUST EVERY DEVICE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-21037		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		

OP \$165.00 5886607

DATE SIGNED:	06/30/2021
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Total Attachments: 5

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NOTICE OF SECURITY INTERESTS IN TRADEMARKS

NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of June 29, 2021 (this "Trademark Security Agreement"), made by KEYFACTOR, INC., a Delaware corporation (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders ("Grantee").

WHEREAS, the Grantor has adopted, used and is using the trademarks listed opposite the Grantor's name on the annexed Schedule 1, annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor is obligated to Grantee, and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the "Credit Agreement"), by and among the Grantor and such other Persons as may hereafter become Borrowers thereunder, KF INTERMEDIATE, INC., a Delaware corporation, PRIMEKEY PARENT, LLC, a Delaware limited liability company, PK GOLDEN HAMMER HOLDINGS AB, a Swedish limited liability company ("Swedish Bidco"), CRYPTO WORKSHOP LLC, a Delaware limited liability company, PRIMEKEY INC., a Delaware corporation, C2 COMPANY, a California corporation and such other Persons as may hereafter become Guarantors thereunder, the Persons which are now or which hereafter become a lender thereunder and Grantee for the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted to Grantee a security interest in all right, title and interest of the Grantor in and to its general intangibles, including, without limitation, the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is PNC Bank, National Association, 301 Fayetteville Street, Suite 2100, Raleigh, NC 27601, Attention: Relationship Manager.

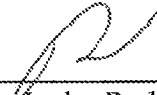
THIS TRADEMARK SECURITY AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

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

KEYFACTOR, INC.,
a Delaware corporation

By: _____


Name: Jordan Rackie

Title: Chief Executive Officer and President

[Signature Page to Security Agreement (Trademark)]

TRADEMARK
REEL: 007340 FRAME: 0165

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Grantee

By: 
Name: J. Patrick Simpson
Title: Senior Vice President

Signature Page to Security Agreement (Trademarks)

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

<u>MARK</u>	<u>RECORD OWNER</u>	<u>REG DATE</u>	<u>REG#</u>
KEYFACTOR	Keyfactor, Inc.	10/15/2019	5886607
VSCEP	Keyfactor, Inc.	2/11/2020	5984739
CSS	Keyfactor, Inc.	8/14/2018	5541727
IT'S YOUR PKI	Keyfactor, Inc.	1/29/2019	5667014
CSS	Keyfactor, Inc.	8/14/2018	5541726
TRUSTEVERYDEVICE	Keyfactor, Inc.	4/25/2017	5192520

Security Agreement (Trademarks)

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