

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM676285

<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>
Relational Security Corporation		09/21/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital Markets LLC, as Collateral Agent		
<b>Street Address:</b>	200 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4252964	R SAM	
<b>Registration Number:</b>	5483663	R·SAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	2129061209		
<b>Email:</b>	JESSICA.BAJADA-SILVA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	053644-0259		
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva		
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva		
<b>DATE SIGNED:</b>	09/23/2021		
<b>Total Attachments: 6</b>			
source=Diligent (Steele_Galvanize Joinder) - US - Trademark Agreement [Executed] (126510550.1)#page1.tif			
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TRADEMARK SECURITY AGREEMENT, dated as of September 21, 2021 (this "Agreement"), among each of Steele Compliance Solutions, Inc., a Delaware corporation and Relational Security Corporation, a Delaware corporation (each, a "Grantor") and GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Collateral Agreement dated as of April 14, 2016 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among DIAMOND PARENT HOLDINGS, CORP., a Delaware corporation ("Initial Holdings"), DIAMOND MERGER SUB I, CORP., a Delaware corporation (the "Initial Borrower"), DILIGENT CORPORATION, a Delaware corporation (the "Ultimate Borrower" and together with the Initial Borrower, the "Borrower"), the other GRANTORS from time to time party thereto and GOLUB CAPITAL MARKETS LLC, as the collateral agent (in such capacity, the "Collateral Agent") and (b) the Amended and Restated Credit Agreement, dated as of August 4, 2020 (as amended by Amendment No. 1 to Amended and Restated Credit Agreement dated as of August 18, 2020, Amendment No. 2 to Amended and Restated Credit Agreement, dated as of January 31, 2021, Amendment No. 3 to Amended and Restated Credit Agreement and Incremental Term Loan Joinder, dated as of March 4, 2021, Amendment No. 4 to Amended and Restated Credit Agreement and Incremental Term Loan Joinder dated as of April 6, 2021, Amendment No. 5 to Amended and Restated Credit Agreement dated as of July 31, 2021 and as otherwise amended, restated, waived, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), among Holdings, the Borrower, the other Loan Parties party thereto, the Lenders party thereto and GOLUB CAPITAL MARKETS LLC, as administrative agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each 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 the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the 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, each Grantor hereby grants to the 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 (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (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" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the 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 Collateral Agreement, the terms of the 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 counterpart of a signature page of this Agreement by facsimile transmission or by ".pdf" or similar electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries on electronic platforms or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

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

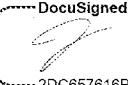
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

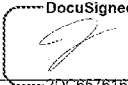
**STEELE COMPLIANCE SOLUTIONS,  
INC., as Grantor**

By  DocuSigned by:  
2DC657616BD64E7...  
Name: John Van Arsdale  
Title: Authorized Officer

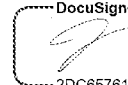
**RELATIONAL SECURITY  
CORPORATION, as Grantor**

By  DocuSigned by:  
2DC657616BD64E7...  
Name: John Van Arsdale  
Title: Authorized Officer

**DILIGENT CANADA INC.,  
as Grantor**

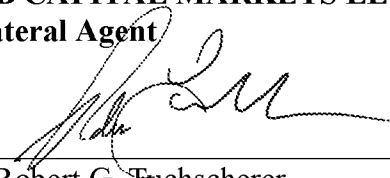
By  DocuSigned by:  
2DC657616BD64E7...  
Name: John Van Arsdale  
Title: Director and Secretary

**ACL SERVICES LTD.,  
as Grantor**

By  DocuSigned by:  
2DC657616BD64E7...  
Name: John Van Arsdale  
Title: Director and Secretary

**GOLUB CAPITAL MARKETS LLC, as  
Collateral Agent**

By







\_\_\_\_\_  
Name: Robert G. Fuchscherer

Title: Senior Managing Director



[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007429 FRAME: 0532**

Schedule I

Grantor / Owner	Jurisdiction	Trademark	Application Number / Date	Registration Number / Date	Status
Steele Compliance Solutions, Inc.	United States		87864259 (05/05/18)	5,606,891 13-NOV-2018	Registered
Steele Compliance Solutions, Inc.	United States		87864248 05-APR-2018	5,621,237 04-DEC-2018	Registered
Relational Security Corporation	United States	R SAM and Design 		4,252,964 Dec.4/12	Registered
Relational Security Corporation	United States	R SAM and Design 		5,483,663 June 5/18	Registered
DILIGENT CANADA INC.	United States	CLERKON	86616801 01-MAY-2015	5450717 24-APR-2018	Registered
DILIGENT CANADA INC.	United States	CLERKON			
DILIGENT CANADA INC.	United States	CIVICWEB	86616812 01-MAY-2015	5224780 13-JUN-2017	Registered
		CIVICWEB			
ACL SERVICES LTD.	United States	HIGHPOINT	90297015 03-NOV-2020	N/A	Registered

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			<b>HIGHPPOINT</b>				
ACL SERVICES LTD.	United States	GALVANIZE GALVANIZE	88376675 08-APR-2019	5994308 25-FEB-2020	Registered		
ACL SERVICES LTD.	United States	ACL <b>acl</b>	86384310 03-SEP-2014	5311691 17-OCT-2017	Registered		
ACL SERVICES LTD.	United States	AX AX	77762019 17-JUN-2009	4874578 22-DEC-2015	Registered		
ACL SERVICES LTD.	United States	DIRECT LINK DIRECT LINK	78242975 28-APR-2003	3512500 07-OCT-2008	Registered		
ACL SERVICES LTD.	United States	AUDIT COMMAND LANGUAGE	73673911 23-JUL-1987	1610882 21-AUG-1990	Registered		
ACL SERVICES LTD.	United States	ACL	73673912 23-JUL-1987	1516233 13-DEC-1988	Registered		
ACL SERVICES LTD.	United States	GALVANIZE	88975935 08-APR-2019	N/A	Pending		
ACL SERVICES LTD.	United States	HIGHBOND HIGHBOND	88376635 08-APR-2019	N/A	Pending		
ACL SERVICES LTD.	United States	Design Only 	88376696 08-APR-2019	N/A	Pending		
ACL SERVICES LTD.	United States	H 	88376722 08-APR-2019	N/A	Pending		

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