

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D.F. King & Co., Inc.		12/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2658851	TAS	
Registration Number:	5121723	D.F. KING	
Registration Number:	5116823	D.F. KING	
Registration Number:	5389341	D.F. KING	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	028878-0256		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	12/10/2021		
Total Attachments: 7			
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of December 10, 2021 is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Goldman Sachs Bank USA, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) that certain First Lien Credit Agreement, dated as of December 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Asteroid Private Merger Sub, Inc., a Delaware corporation (“Merger Sub”), which will be merged with and into Armor Holdco, Inc., a Delaware corporation (the “Company”) with Armor Holdco, Inc. surviving, the Company, Earth Private Holdings Ltd, a company incorporated under the laws of England and Wales (the “Earth Borrower”), Orbit Private Holdings I Ltd, a company incorporated under the laws of England and Wales (“Holdings”), each lender from time to time party thereto, each L/C Issuer party thereto, and Goldman Sachs Bank USA, as Administrative Agent, Collateral Agent and an L/C Issuer, and (ii) that certain First Lien Security Agreement dated as of December 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto, and the Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, it is a condition precedent to the making of the initial Credit Extensions under the Credit Agreement on the Closing Date that each Person that is to be a Grantor as of the Closing Date shall have granted the security interests and made the pledges contemplated by this Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office (the “USPTO”) and the U.S. Copyright Office (the “USCO”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by such Grantor (the “Collateral”):

a. all trademark, service mark and trade dress registrations and applications, including, without limitation, those set forth in Schedule A hereto, together with the goodwill

symbolized thereby (the “Trademarks”) (provided that no security interest shall be granted in United States “intent-to-use” Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use”, to the extent 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);

b. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule B hereto (the “Copyrights”);

c. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

d. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

e. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party (and the applicable Restricted Subsidiary in the case of Secured Cash Management Agreements and Secured Hedge Agreements).

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Electronic Execution. This IP Security Agreement may be executed in any number of 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. The words “execution,” “execute,” “signed,” “signature,” and words of like import in this IP Security

Agreement or any amendment or other modification hereof shall be deemed to include electronic signatures 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 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.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

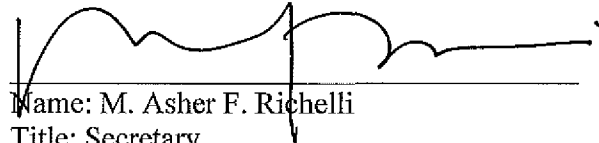
F. Governing Law; Jurisdiction; Etc. Sections 10.15, 10.16 and 10.17 of the Credit Agreement are hereby incorporated by reference, mutatis mutandis.

[SIGNATURE PAGES FOLLOW]

--- --IN-WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP ---
Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as
of the date first written above.

D.F. KING & CO., INC.
DONLIN, RECANO & COMPANY, INC.
LINK SHAREHOLDER SERVICES, LLC

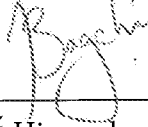
By:



Name: M. Asher F. Richelli
Title: Secretary

GOLDMAN SACHS BANK USA, as Collateral
Agent

By: _____


Name: Himanshu Bagchi
Title: Authorized Signatory

[Signature Page to First Lien Intellectual Property Security Agreement]

Schedule A

Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
DONLIN RECANO	United States of America	November 15, 2016	5588643	Registered	Donlin, Recano & Company, Inc.
	United States of America	November 15, 2016	5419294	Registered	Donlin, Recano & Company, Inc.
	United States of America	April 27, 2001	2658851	Registered	D.F. King & Co., Inc.
D.F. KING	United States of America	December 16, 2014	5121723	Registered	D.F. King & Co., Inc.
	United States of America	December 16, 2014	5116823	Registered	D.F. King & Co., Inc.
	United States of America	November 15, 2016	5389341	Registered	D.F. King & Co., Inc.

Schedule B

Copyrights

Title	Registration No.	Registration Date	Current Owner of Record
ACCLAIM software program	TX0003664374	September 8, 1993	Donlin, Recano & Company, Inc.
A bankrupt C.	TXu000669148	January 17, 1995	Donlin, Recano & Company, Inc.
AST Corporate Actions System	TX0008317400	July 27, 2016	LINK Shareholder Services, LLC