

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acceptto Corporation		12/13/2021	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: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4871240	EGUARDIAN	
Registration Number:	5853535	COGNITIVE AUTHENTICATION	
Registration Number:	5875992	COGNITIVE CONTINUOUS AUTHENTICATION	
Registration Number:	6180496	ISME	
Registration Number:	5771617	BIOBEHAVIORAL	
Registration Number:	5824272	ACCEPTTO	
Serial Number:	88149627	FRICTIONLESS	
Registration Number:	5962672	ELIMINATE PREVENTABLE HARM	
Registration Number:	5968710	IDENTITY FOR LIFE	
Registration Number:	5968748	IMMUTABLE IDENTITY	
Serial Number:	88384434	IT'SME	
Serial Number:	88384438	I'MHERE	
Serial Number:	88385881	ISME	
Serial Number:	90565701	CONTINUOUS BEHAVIORAL AUTHENTICATION	
Serial Number:	90527707	PASSWORDLESS CONTINUOUS AUTHENTICATION	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2155695619
Email: timothy.pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (074658-15102)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-15102
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NAME OF SUBMITTER:	Timothy D. Pecsénye
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SIGNATURE:	/Timothy D. Pecsénye/
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DATE SIGNED:	12/14/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 13th day of December 2021, between ACCEPTTO CORPORATION, a Delaware corporation ("Grantor") and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of December 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), among COURION INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Intermediate Holdings"), CORE SECURITY HOLDINGS, INC., a Delaware corporation ("Core Holdings" and together with Intermediate Holdings and any other affiliate of Core Security SDI (as defined below) that will guarantee the Credit Agreement (as defined below), collectively, the "Guarantors" and each, individually, a "Guarantor"), CORE SECURITY SDI CORPORATION, a Delaware corporation, f/k/a Courion Corporation ("Core Security SDI"), CORE SECURITY TECHNOLOGIES, INC., a Delaware corporation ("Core Security"), CORE SDI, INC., a Delaware corporation ("Core SDI"), SECUREAUTH CORPORATION, a Delaware corporation ("SecureAuth"; together with Core Security SDI, Core Security and Core SDI, collectively, the "Borrowers" and each, individually, a "Borrower"; and together with the Guarantors, collectively, the "Loan Parties"), Lenders, and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Eighth Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of the October 27, 2021 (the "Eighth Amendment"), Grantor has been or will be joined to the Credit Agreement as a Guarantor thereunder; and

WHEREAS, pursuant to the Credit Agreement and the Eighth Amendment, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular,

references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. GOVERNING LAW. 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, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, 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.

GRANTOR:

ACCEPTTO CORPORATION,
a Delaware corporation

A rectangular box containing a handwritten signature in dark ink, which appears to be "Ron Cano".

By: _____

Name: Ron Cano

Title: Vice President

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: *Katie Latham*

Name: Katie Latham

Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

MARK	SERIAL NO. / REG. NO.	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
EGUARDIAN	86/155,702 4,871,240	12/31/2013 12/15/2015	Acceptto Corporation	Registered
COGNITIVE AUTHENTICATION	87/427,301 5,853,535	4/27/2017 9/3/2019	Acceptto Corporation	Registered
COGNITIVE CONTINUOUS AUTHENTICATION	87/427,326 5,875,992	4/27/2019 10/1/2019	Acceptto Corporation	Registered
ISME	87/429,922 6,180,496	4/28/2017 10/20/2020	Acceptto Corporation	Registered
BIOBEHAVIORAL	87/672,383 5,771,617	11/5/2017 6/4/2019	Acceptto Corporation	Registered
ACCEPTTO	87/942,184 5,824,272	5/30/2018 8/6/2019	Acceptto Corporation	Registered
FRICTIONLESS	88/149,627	10/10/2018	Acceptto Corporation	Pending
ELIMINATE PREVENTABLE HARM	88/161,065 5,962,672	10/18/2018 1/14/2020	Acceptto Corporation	Registered
IDENTITY FOR LIFE	88/203,395 5,968,710	11/22/2018 1/21/2020	Acceptto Corporation	Registered
IMMUTABLE IDENTITY	88/212,255 5,968,748	11/30/2018 1/21/2020	Acceptto Corporation	Registered
IT'SME	88/384,434	4/13/2019	Acceptto Corporation	Pending
I'MHERE	88/384,438	4/13/2019	Acceptto Corporation	Pending

MARK	SERIAL NO. / REG. NO.	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
ISME	88/385,881	4/15/2019	Acceptto Corporation	Pending
CONTINUOUS BEHAVIORAL AUTHENTICATION	90/565,701	3/8/2021	Acceptto Corporation	Pending
PASSWORDLESS CONTINUOUS AUTHENTICATION	90/527,707	8/12/2021	Acceptto Corporation	Pending
PASSWORDLESS AUTHENTICATION	N/A	N/A	Acceptto Corporation	Common Law
	N/A	N/A	Acceptto Corporation	Common Law
	N/A	N/A	Acceptto Corporation	Common Law
	N/A	N/A	Acceptto Corporation	Common Law
	N/A	N/A	Acceptto Corporation	Common Law
	N/A	N/A	Acceptto Corporation	Common Law
	N/A	N/A	Acceptto Corporation	Common Law

Licenses

None.