

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694753

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:	Elm Park Capital Management, LLC		
Street Address:	2300 North Field Street		
Internal Address:	Suite 2180		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
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:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$390.00 4871240

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

Phone: 714.668.6227
Email: johnkline@paulhastings.com
Correspondent Name: Paul Hastings LLP ATTN: John Kline
Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	John Kline
SIGNATURE:	/s/ John Kline
DATE SIGNED:	12/14/2021

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, among Grantor listed on the signature pages hereof, and ELM PARK CAPITAL MANAGEMENT, LLC, 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 Second Lien Term Loan and Security Agreement dated as of October 27, 2021 (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 ("Holdings"), CORE SECURITY SDI CORPORATION, a Delaware corporation ("Courion"), CORE SECURITY TECHNOLOGIES, INC., a Delaware corporation ("Core"), CORE SDI, INC., a Delaware corporation ("Core SDI"), SECUREAUTH CORPORATION, a Delaware corporation ("SecureAuth", together with Courion, Core, Core SDI and each other Person from time to time joinder as a party thereto as a borrower, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "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, prior to the date hereof, Courion acquired all of the outstanding equity interest in Grantor and Grantor became a wholly owned subsidiary of Courion (the "Acquisition"); and

WHEREAS, pursuant to the Credit Agreement, following the consummation of the Acquisition, 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 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, trade dress, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), whether arising under United States, multinational or foreign laws, including those referred to on Schedule I hereto;

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

(c) all products and proceeds of the foregoing, including all income, fees, payments, and royalties therefrom and any claim in law or equity by Grantor against third parties for past, present or future infringement, misappropriation, violation, misuse, breach, default, dilution, or other impairment 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 area containing a handwritten signature in black ink, which appears to be "Ron Cano".

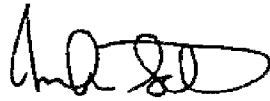
By: _____

Name: Ron Cano

Title: Vice President

ACCEPTED AND
ACKNOWLEDGED BY:




ELM PARK CAPITAL MANAGEMENT, LLC,
as Agent

By: 
Name: Mark Schachter
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Owner	Country	Description of Trademark	Application/ Registration Number	Application/ Registration Date
Acceptto Corporation	United States	EGUARDIAN	86/155,702 4,871,240	12/31/2013 12/15/2015
Acceptto Corporation	United States	COGNITIVE AUTHENTICATION	87/427,301 5,853,535	4/27/2017 9/3/2019
Acceptto Corporation	United States	COGNITIVE CONTINUOUS AUTHENTICATION	87/427,326 5,875,992	4/27/2019 10/1/2019
Acceptto Corporation	United States	ISME	87/429,922 6,180,496	4/28/2017 10/20/2020
Acceptto Corporation	United States	BIOBEHAVIORAL	87/672,383 5,771,617	11/5/2017 6/4/2019
Acceptto Corporation	United States	ACCEPTTO	87/942,184 5,824,272	5/30/2018 8/6/2019
Acceptto Corporation	United States	FRICTIONLESS	88/149,627 N/A	10/10/2018 N/A
Acceptto Corporation	United States	ELIMINATE PREVENTABLE HARM	88/161,065 5,962,672	10/18/2018 1/14/2020
Acceptto Corporation	United States	IDENTITY FOR LIFE	88/203,395 5,968,710	11/22/2018 1/21/2020
Acceptto Corporation	United States	IMMUTABLE IDENTITY	88/212,255 5,968,748	11/30/2018 1/21/2020
Acceptto Corporation	United States	IT'SME	88/384,434 N/A	4/13/2019 N/A
Acceptto Corporation	United States	I'MHERE	88/384,438 N/A	4/13/2019 N/A
Acceptto Corporation	United States	ISME	88/385,881 N/A	88/385,881 N/A
Acceptto Corporation	United States	CONTINUOUS BEHAVIORAL AUTHENTICATION	90/565,701 N/A	90/565,701 N/A
Acceptto Corporation	United States	PASSWORDLESS CONTINUOUS AUTHENTICATION	90/527,707 N/A	90/527,707 N/A
Acceptto Corporation	United States	PASSWORDLESS AUTHENTICATION	N/A	N/A

Owner	Country	Description of Trademark	Application/Registration Number	Application/Registration Date
Acceptto Corporation	United States		N/A	N/A
Acceptto Corporation	United States		N/A	N/A
Acceptto Corporation	United States		N/A	N/A
Acceptto Corporation	United States		N/A	N/A
Acceptto Corporation	United States		N/A	N/A
Acceptto Corporation	United States		N/A	N/A

Licenses

None.