

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Recorded Future, Inc.		01/28/2022	Corporation: DELAWARE
SecurityTrails, LLC		01/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3804339	RECORDED FUTURE	
Registration Number:	5640456	INSIKT GROUP	
Registration Number:	5859947		
Registration Number:	5859948	RECORDED FUTURE	
Registration Number:	5993467	THREAT INTELLIGENCE MACHINE	
Registration Number:	6248266	CYBER DAILY	
Registration Number:	6445733	THE TOTAL INTERNET INVENTORY	
Registration Number:	6439068	SURFACEBROWSER	
Serial Number:	87231829	INTEL GOALS	
Serial Number:	87231853	RECORDED FUTURE THE THREAT INTELLIGENCEC	
Serial Number:	90853992	REGEMINI	
Serial Number:	90853975	GEMINI ADVISORY	
Serial Number:	90853951	GEMINI ADVISORY	
Serial Number:	90858009	MAGECART OVERWATCH	
Serial Number:	90296491	SECURITYTRAILS	
CORRESPONDENCE DATA			

OP \$390.00 3804339

Fax Number:

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.

Phone: 714.668.6200
Email: johnkline@paulhastings.com
Correspondent Name: 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
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SIGNATURE:	/s/ John Kline
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DATE SIGNED:	01/28/2022
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Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this “Agreement”) is entered into as of January 28, 2022 by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”) and Monroe Capital Management Advisors, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of July 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among RF Intermediate, Inc., a Delaware corporation (“Holdings”), RF Merger Sub, Inc., a Delaware corporation (“Initial Borrower”), Recorded Future, Inc., a Delaware corporation (“Ultimate Borrower”), and together with Initial Borrower, the “Borrower”) the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and Monroe Capital Management Advisors, LLC, as Administrative Agent and Collateral Agent, and (b) the Collateral Agreement dated as of July 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Initial Borrower, and the Ultimate Borrower, the other Grantors from time to time party thereto and the Collateral 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 (other than the Borrower) 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. This Agreement amends and restates, in its entirety, that certain Trademark and Security Agreement, dated as of July 3, 2019 (the “Existing Agreement”), by and among the Grantor (as defined therein) and Collateral Agent. 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 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” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

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 the Grantors 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

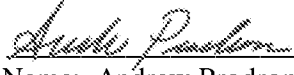
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 7. Effect of Amendment and Restatement. It is the intention of each of the parties hereto that the Existing Agreement be amended and restated by this Agreement to preserve the perfection and priority of all security interests securing the Secured Obligations, and the parties hereto acknowledge and agree that the Liens and security interest granted under any Loan Document securing payment of the Secured Obligations are in all respects continuing and in full force, in each case. After giving effect to this Agreement, neither the modification of the Existing Agreement nor the execution, delivery, performance or effectiveness of this Agreement shall impair the validity, effectiveness or priority of the Liens granted pursuant to any Loan Document, and such Liens shall continue unimpaired with the same priority to secure repayment of all Secured Obligations, whether heretofore or hereafter incurred. Upon this Agreement becoming effective: (i) all terms and conditions of the Existing Agreement, as amended and restated by this Agreement, shall be and remain in full force and effect, as so amended, and shall constitute the legal, valid, binding and enforceable obligations of the Loan Parties to the Lenders and Agent; (ii) this Agreement shall not in any way release or impair the rights, duties, obligations, Liens or security interests created pursuant to the Existing Agreement or affect the relative priorities thereof and such Liens are assumed, ratified and affirmed by the Grantors; (iii) the Secured Obligations incurred under the Existing Agreement shall continue to be outstanding under this Agreement and shall not be deemed to be paid, released, discharged or otherwise satisfied by the execution of this Agreement, and this Agreement shall not constitute a substitution or novation of such Obligations or any of the other rights, duties and obligations of the parties thereunder and hereunder; (iv) the execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of any Secured Party under the Existing Agreement, nor constitute a waiver of any covenant, agreement or obligation under the Existing Agreement, except to the extent that any such covenant, agreement or obligation is no longer set forth herein or is modified hereby; and (v) any and all references in the Loan Documents to a "Trademark Security Agreement" shall, as context requires and without further action of the parties, be deemed a reference to the Existing Agreement, as amended and restated by this Agreement, as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time hereafter.

[Remainder of Page Intentionally Left Blank]

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

RECORDED FUTURE, INC., as Grantor

By: 
Name: Andrew Prodrimos
Title: Vice President

SECURITYTRAILS, LLC, as Grantor

By: _____
Name: Christopher Ahlberg
Title: Chief Executive Officer

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

RECORDED FUTURE, INC., as Grantor

By: _____

Name: Andrew Prodromos

Title: Vice President

SECURITYTRAILS, LLC, as Grantor

DocuSigned by:
Christopher Ahlberg
By: _____

Name: Christopher Ahlberg

Title: Chief Executive Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 007592 FRAME: 0439

Accepted and Agreed to:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Collateral Agent

By: Tyler G. Moynihan
Name: Tyler G. Moynihan
Title: Vice President

Schedule I

Trademark Registrations:

Mark	Reg. Date	Reg. No.	Owner
RECORDED FUTURE	02/24/2010	WIPO 1031933	Recorded Future, Inc.
RECORDED FUTURE (Japan)	02/24/2010	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE	02/24/2010	WIPO 1031933	Recorded Future, Inc.
RECORDED FUTURE (Europe)	02/24/2010	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE (UK)	02/24/2010	UK 801031933	Recorded Future, Inc.
RECORDED FUTURE (Japan)	02/24/2010	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE	06/15/2010	US 3804339	Recorded Future, Inc.
RECORDED FUTURE	06/15/2010	US 3804339	Recorded Future, Inc.
INSIKT GROUP	01/01/2019	US 5640456	Recorded Future, Inc.
INSIKT GROUP	01/01/2019	US 5640456	Recorded Future, Inc.
RECORDED FUTURE (Australia)	05/21/2019	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE (Republic of Korea)	05/21/2019	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE (Mexico)	05/21/2019	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE (Singapore)	05/21/2019	ITL 1031933	Recorded Future, Inc.
Target logo	09/17/2019	US 5859947	Recorded Future, Inc.
RECORDED FUTURE with target logo	09/17/2019	US 5859948	Recorded Future, Inc.
THREAT INTELLIGENCE MACHINE	02/25/2020	US 5993467	Recorded Future, Inc.
CYBER DAILY	01/19/2021	US 6248266	Recorded Future, Inc.
The Total Internet Inventory	08/10/2021	6445733	SecurityTrails, LLC
Surfacebrowser	08/03/2021	6439068	SecurityTrails, LLC

Trademark Applications:

Mark	App. Date	App. No.	Owner
INTEL GOALS	11/09/2016	87/231,829	Recorded Future, Inc.
RECORDED FUTURE THE THREAT INTELLIGENCE COMPANY and Design	11/09/2016	87/231,853	Recorded Future, Inc.
CYBER DAILY	09/19/2017	87/614,704	Recorded Future, Inc.
THREAT INTELLIGENCE MACHINE	12/27/2017	87/735,909	Recorded Future, Inc.
Target logo	05/15/2018	87/922,541	Recorded Future, Inc.
RECORDED FUTURE with target logo	05/15/2018	87/922,585	Recorded Future, Inc.
RECORDED FUTURE (Australia)	05/21/2019	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE (Republic of Korea)	05/21/2019	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE (Mexico)	05/21/2019	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE (Singapore)	05/21/2019	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE (Thailand)	05/21/2019	ITL 1031933	Recorded Future, Inc.
RECORDED FUTURE (Thailand)	05/21/2019	ITL 1031933	Recorded Future, Inc.
REGEMINI	07/28/2021	90/853,992	Recorded Future, Inc.
GEMINI ADVISORY	07/28/2021	90/853,975	Recorded Future, Inc.
GEMINI ADVISORY	07/28/2021	90/853,951	Recorded Future, Inc.
MAGECART OVERWATCH	07/30/2021	90/858,009	Recorded Future, Inc.
SecurityTrails	11/03/2020	90296491	SecurityTrails, LLC