

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPSEC SECURITY GROUP, INC.		04/05/2022	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	LLOYDS BANK PLC		
Street Address:	11 Earl Gray Street		
Internal Address:	Level 3 - Fountainbridge Wing, New Uberior House,		
City:	Edinburgh		
State/Country:	UNITED KINGDOM		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3556851	OPSEC	
Registration Number:	3053355	OPSEC BRAND PROTECTION	
Registration Number:	5556278	OPSEC INSIGHT	
Registration Number:	3910734	SECUREETAG	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	71460.004		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	04/06/2022		
Total Attachments: 6			

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This Trademark Security Agreement is subject to, and has the benefit of, an Intercreditor Agreement dated as of April 5, 2022 and made among (i) Orca Holdings Limited, (ii) Parent, (iii) Lloyds Bank plc, as the Agent, and (iii) the Security Agent (as each such term is further defined in this Security Agreement), among others.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of April 5, 2022 (“**Effective Date**”), is entered into by and between **OPSEC SECURITY GROUP, INC.** (the “**Grantor**”), and **LLOYDS BANK PLC**, in its capacity as Security Agent (as defined below).

WHEREAS, pursuant to that certain Senior Facilities Agreement, dated as of April 5, 2022, among Orca Bidco Limited (the “**Parent**”), certain of its subsidiaries, HSBC UK Bank plc, Lloyds Bank plc, and PDL Europe Holdings LP acting by its general partner PDL Europe GP Ltd., as Mandated Lead Arranger, the financial institution named in Part 2 of Schedule 1 thereto as the Original Lenders, Lloyds Bank plc as Agent, and Lloyds Bank plc as Security Agent (in such capacity, the “**Security Agent**”) (including all schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Facilities Agreement**”), the Finance Parties have, subject to certain terms and conditions set forth therein and in the other Finance Documents, agreed to make Loans and other extensions of credit to the Parent, the Grantor and other Obligor;

WHEREAS, Grantor is an Additional Guarantor under the Facilities Agreement and as guaranteed to the Finance Parties the Loans and the performance of the other obligations of the other Obligor under the Finance Documents;

WHEREAS, in connection with the Facilities Agreement, the Grantor has executed and delivered a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”) to secure the Guaranteed Obligations.

WHEREAS, pursuant to Section 5(a)(ii) of the Security Agreement, the Grantor is required to execute and deliver this Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office. and to grant to the Security Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Secured Obligations (as such term is defined in the Security Agreement).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

2. GRANT OF SECURITY INTEREST. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Security Agent, and grant to the Security Agent a security interest in, for its benefit and the benefit of the Secured Parties, all of the following property (the “**Trademark Collateral**”), whether now owned or hereafter acquired or existing by it:

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any political subdivision thereof, and all extensions or renewals thereof (all of the foregoing items in this clause (a) being collectively called a “**Trademark**”), including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Provided, that Trademark Collateral shall not include any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

3. SECURITY AGREEMENT. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Security Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Security Agent thereunder) shall remain in full force and effect in accordance with its terms subject to Section 4 hereof.

4. RELEASE OF SECURITY INTEREST. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Finance Documents or (ii) upon the indefeasible and complete payoff of the Secured Obligations, the Security Agent shall promptly upon the Grantor's request and contemporaneously with any refinancing of the Secured Obligations, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. ACKNOWLEDGMENT. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. FINANCE DOCUMENT, ETC. This Agreement is a Finance Document executed pursuant to the Facilities Agreement and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Security Agreement.

7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF SAID STATE).


8. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement. Signatures delivered by electronic methods shall have the same effect as signatures delivered in person. The words "executed," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of electronic records, 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 state laws based on the Uniform Electronic Transactions Act.

9. CONTRACTUAL RECOGNITION TO BAIL-IN OF EEA FINANCIAL INSTITUTIONS. The parties agree that Section 25 of the Security Agreement is incorporated herein in its entirety.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

OPSEC SECURITY GROUP, INC.,
as Grantor

By: 
Name: Peter J. Waker
Title: SVP/GM, OpSec Authentication

LLOYDS BANK PLC,
as Security Agent

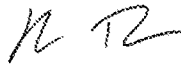
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

OPSEC SECURITY GROUP, INC., as Grantor

By: _____
Name: Richard Adams
Title: Treasurer

LLOYDS BANK PLC
as Security Agent

By:  _____
Name: John Togher
Title: Associate Director

SCHEDULE 1
TRADEMARKS

A. Trademark Registrations

Registered Owner	Trademark	Registration Number	Registration Date
OpSec Security Group, Inc.	OPSEC	3556851	January 6, 2009
OpSec Security Group, Inc.	OPSEC BRAND PROTECTION	3053355	January 31, 2006
OpSec Security Group, Inc.	OPSEC INSIGHT	5556278	September 4, 2018
OpSec Security Group, Inc.	SECUREETAG	3910734	January 25, 2011

B. Trademark Applications:

None.