

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Castellan Solutions, Inc.		09/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6532386	CASTELLAN	
Registration Number:	6640114	CASTELLAN SOLUTIONS	
Registration Number:	5744267	CCC	
Registration Number:	5744077	ASSURANCE	
Registration Number:	6008398	ACT WITH ASSURANCE	
Registration Number:	2804464	NOTIFIND	
Registration Number:	2802054	NOTIFIND	
Registration Number:	2617814	BIA PROFESSIONAL	
Registration Number:	2606341	PLANET	
Serial Number:	90904789		
CORRESPONDENCE DATA			
Fax Number:			
<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:	8448182387		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Avenue NW		
Address Line 2:	Suite 712		
Address Line 4:	Washington, NEW YORK 20036		

OP \$265.00 6532386

ATTORNEY DOCKET NUMBER:	1786320
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	09/15/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “IP Security Agreement Supplement”), dated September 14, 2022, is made by the Person listed on the signature page hereof (the “New Grantor”) in favor of Golub Capital Markets LLC (“Golub”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS RSK Buyer, Inc., a Delaware corporation (“Holdco”) and Riskconnect Parent, LLC, a Delaware limited liability company (the “Company”) have entered into the Credit Agreement, dated as of December 7, 2021 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of July 7, 2022 and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders from time to time party thereto and Golub as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) 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, pursuant to the Credit Agreement, the existing Grantors (as defined in the Security Agreement or the IP Security Agreement, as applicable) have executed and delivered or otherwise become bound by that certain Security Agreement, dated as of December 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain Intellectual Property Security Agreement dated as of December 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the New Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in certain intellectual property collateral of the New Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable.

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

A. Grant of Security. The New Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of the New Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in all of the New Grantor’s right, title and interest in and to the following (the “Collateral”):

- a. the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- b. the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely so long as, the creation of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. the copyright registrations set forth in Schedule C hereto (the “Copyrights”);

d. 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 the New Grantor accruing thereunder or pertaining thereto;

e. 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

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

B. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Collateral.

C. Security for Obligations. The grant of a security interest in the Collateral by the New Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the New 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 Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the New 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, reorganization or similar proceeding involving a Loan Party.

D. Recordation. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement Supplement.

E. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New 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 Supplement 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*.


G. Execution in Counterparts; Electronic Execution. This IP Security Agreement Supplement 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 Supplement 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the New Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CASTELLAN SOLUTIONS, INC.

By: 

Name: James Wetekamp
Title: Chief Executive Officer

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By:



Name: Robert G. Tuchscherer
Title: Senior Managing Director

Schedule A


Patents

None.

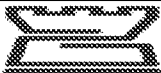
Schedule B

Trademarks

1. Registered Trademarks

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Owner
CASTELLAN	10/19/2021	90343434	6532386	10/19/2021	Castellan Solutions, Inc.
CASTELLAN SOLUTIONS	2/8/2022	88925264	6640114	2/8/2022	Castellan Solutions, Inc.
	5/7/2019	88097031	5744267	5/7/2019	Castellan Solutions, Inc.
ASSURANCE	5/7/2019	88087044	5744077	5/7/2019	Castellan Solutions, Inc.
ACT WITH ASSURANCE	3/10/2020	87681674	6008398	3/10/2020	Castellan Solutions, Inc.
NOTiFind	1/13/2004	76487016	2804464	1/13/2004	Castellan Solutions, Inc.
NOTIFIND	1/6/2004	76487015	2802054	1/6/2004	Castellan Solutions, Inc.
BIA PROFESSIONAL	9/10/2002	76297635	2617814	9/10/2002	Castellan Solutions, Inc.
PLANET	8/13/2002	75743182	2606341	8/13/2002	Castellan Solutions, Inc.

2. Trademark Application

Trademark	Application Number	Application Date	Owner
	90904789	8/26/2021	Castellan Solutions, Inc.

Schedule C

Copyrights

None.