

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Equiniti Limited		03/03/2022	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5446551	EQUINITI	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	028878-0256		
NAME OF SUBMITTER:	Angela M Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	12/16/2022		
Total Attachments: 7			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of March 3, 2022 is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Goldman Sachs Bank USA, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) that certain First Lien Credit Agreement, dated as of December 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Armor Holdco, Inc., a Delaware corporation (the “Company”) (as successor by merger to Asteroid Private Merger Sub, Inc., a Delaware corporation), Earth Private Holdings Ltd, a company incorporated under the laws of England and Wales (the “Earth Borrower”), Orbit Private Holdings I Ltd, a company incorporated under the laws of England and Wales (“Holdings”), each lender from time to time party thereto, each L/C Issuer party thereto, and Goldman Sachs Bank USA, as Administrative Agent, Collateral Agent and an L/C Issuer, (ii) that certain First Lien Security Agreement dated as of December 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Equiniti (US) Holdings, Inc. and the other Grantors from time to time party thereto, and the Collateral Agent, and (iii) the English law debenture, dated as of December 10, 2021 (the “UK Debenture”) and granted in favor of the Collateral Agent on behalf of the Secured Parties by Holdings, Orbit Private Holdings II Limited, a company incorporated under the laws of England and Wales, the Earth Borrower, Invigia Limited, Equiniti Limited and the other chargors from time to time party thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Security Agreement and the UK Debenture, as applicable, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office (the “USPTO”).

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

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by such Grantor (the “Collateral”):

a. all trademark, service mark and trade dress registrations and applications, including, without limitation, those set forth in Schedule A hereto, together with the goodwill symbolized thereby (the “Trademarks”) (provided that no security interest shall be granted in United States “intent-to-use” Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use”, to the extent that, and solely during the period, if any, in which, the

grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law);

b. 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 such Grantor accruing thereunder or pertaining thereto;

c. 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

d. 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 of or arising from any of the foregoing;

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

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, any Secured Cash Management Agreement or any Secured Hedge Agreement (as such 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), the “Secured Documents”). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such 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, or reorganization or similar proceeding involving a Loan Party (and the applicable Restricted Subsidiary in the case of Secured Cash Management Agreements and Secured Hedge Agreements).

C. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Electronic Execution. This IP Security Agreement 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 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.

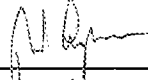
E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Security Agreement or the UK Debenture, as applicable. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement and the UK Debenture, as applicable, 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 and the terms of the Security Agreement and UK Debenture, as applicable, the terms of the Security Agreement and the UK Debenture, as applicable, 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*.

[SIGNATURE PAGES FOLLOW]

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

EQUINITI (US) HOLDINGS, INC.

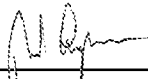
By: 

Name: Paul Lyman
Title: Director

INVIGIA LIMITED

By: _____
Name: Robert Bloor
Title: Director

EQUINITI LIMITED

By: 


Name: Paul Lyman
Title: Director

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

EQUINITI (US) HOLDINGS, INC.

By: _____
Name: Paul Lynam
Title: Director

INVIGIA LIMITED

By:  _____
Name: Robert Bloor
Title: Director

EQUINITI LIMITED

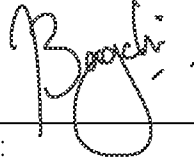
By: _____
Name: Paul Lyman
Title: Director

GOLDMAN SACHS BANK USA, as Collateral
Agent

By: _____

Name:

Title:

A handwritten signature in black ink, appearing to read "J. Michael Acosta", is written over a horizontal line. The signature is stylized and cursive.

Schedule A

Trademarks

Trademark	Jurisdiction	Serial No./Filing Date	Registration Number / Registration Date	Status	Current Owner of Record
EQ BY EQUINITI	United States of America	87875930 / 4/13/2018	6053862 / 5/12/2020	Registered	Equiniti (US) Holdings, Inc.
EQ UNIFY	United States of America	88586646 8/21/2019	---	Pending	Equiniti (US) Holdings, Inc.
Charter Continuum	United States of America	76035115 / April 26, 2000	3006099 / October 11, 2005	Registered	Invigia Limited
EQUINITI	United States of America	87519049 / July 7, 2017	5446551 / April 17, 2018	Registered	Equiniti Limited