

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KnowBe4, Inc.		02/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Core Income Corp., as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	5552974	HUMAN ERROR. CONQUERED.	
Registration Number:	5265573	KNOWBE4	
Registration Number:	5266059	SAC	
Registration Number:	4288667	WINPATROL	
Serial Number:	97479869	AIDA	
Serial Number:	97480036	AIDA	
Serial Number:	97480263	ASAP	
Serial Number:	97480286	ASAP	
Serial Number:	97482251	CARA	
Serial Number:	97482269	CARA	
Serial Number:	97475179	COMPLIANCE PLUS	
Serial Number:	97481334	COMPLIANCE PLUS	
Serial Number:	97160781	CYBERHEISTNEWS	
Serial Number:	97550923	DD+	
Serial Number:	97535414		
Serial Number:	97484419		
Serial Number:	97341090		
Serial Number:	97550702	DOMAIN DOPPELGÄNGER	
Serial Number:	97582264	HACKBUSTERS	

OP \$965.00 5552974

Property Type	Number	Word Mark
Serial Number:	97582290	HACKBUSTERS
Serial Number:	97172115	KB4-CON
Serial Number:	97325156	KCM
Serial Number:	97341262	KCM
Serial Number:	97325047	KMSAT
Serial Number:	97157523	KNOWBE4 HUMAN ERROR. CONQUERED.
Serial Number:	97535340	MODSTORE
Serial Number:	97585946	
Serial Number:	97470572	PHISHER
Serial Number:	97482029	PHISHER
Serial Number:	97474641	PHISHFLIP
Serial Number:	97474042	PHISHML
Serial Number:	97474349	PHISHRIP
Serial Number:	97583639	RANSIM
Serial Number:	97615418	SAPA
Serial Number:	97615498	SCS
Serial Number:	97484379	SECOND CHANCE
Serial Number:	97503813	SMART GROUPS
Serial Number:	97583799	X

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	058516-0159
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	02/02/2023

Total Attachments: 7

source=Project Orange - Trademark Security Agreement Executed#page1.tif
source=Project Orange - Trademark Security Agreement Executed#page2.tif
source=Project Orange - Trademark Security Agreement Executed#page3.tif
source=Project Orange - Trademark Security Agreement Executed#page4.tif
source=Project Orange - Trademark Security Agreement Executed#page5.tif
source=Project Orange - Trademark Security Agreement Executed#page6.tif
source=Project Orange - Trademark Security Agreement Executed#page7.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of February 1, 2023 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Owl Rock Core Income Corp., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of February 1, 2023 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Oranje Holdco, Inc., a Delaware corporation (the "Borrower"), Oranje Midco, LLC, a Delaware limited liability company ("Holdings"), KnowBe4, Inc., a Delaware corporation (the "Company"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

KNOWBE4, INC.,
a Delaware corporation

DocuSigned by:
Stu Sjouwerman
By: _____
Name: Sjoerd Sjouwerman
Title: Chief Executive Officer

MEDIAPRO HOLDINGS, LLC,
a Delaware limited liability company

By: KnowBe4, Inc.
Its: Managing Member

DocuSigned by:
Stu Sjouwerman
By: _____
Name: Sjoerd Sjouwerman
Title: Chief Executive Officer

THE SECURITY AWARENESS COMPANY, LLC,
a Delaware limited liability company

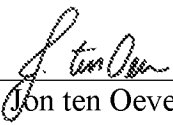
DocuSigned by:
Stu Sjouwerman
By: _____
Name: Sjoerd Sjouwerman
Title: President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

OWL ROCK CORE INCOME CORP.,
as Collateral Agent

By: Owl Rock Capital Advisors LLC,
its Investment Advisor

By: 
Name: Jon ten Oever
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007959 FRAME: 0511




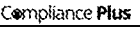

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT




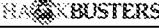





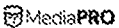
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Mark	Application No.	Filing Date	Registration No.	Registration Date	Owner
HUMAN ERROR. CONQUERED.	87306706	1/19/2017	5552974	9/4/2018	KnowBe4, Inc.
KNOWBE4	87306679	1/19/2017	5265573	8/15/2017	KnowBe4, Inc.
SAC	87328013	2/8/2017	5266059	8/15/2017	KnowBe4, Inc.
WINPATROL	85654052	6/18/2012	4288667	2/12/2013	KnowBe4, Inc.
MEDIAPRO	87650863	10/18/2017	5490658	6/12/2018	MediaPro Holdings, LLC DBA MediaPro
MEDIAPRO	86747444	9/3/2015	5343717	11/28/2017	MediaPro Holdings, LLC DBA Mediapro
MEDIAPRO (Stylized) MEDIAPRO	87650871	10/18/2017	5490659	6/12/2018	MediaPro Holdings, LLC DBA MediaPro

United States Trademark Applications:

Mark	Application No.	Filing Date	Owner
AIDA	97479869	6/28/2022	KnowBe4, Inc.
AIDA (Stylized) 	97480036	6/28/2022	KnowBe4, Inc.
ASAP	97480263	6/28/2022	KnowBe4, Inc.
ASAP and Design 	97480286	6/28/2022	KnowBe4, Inc.
CARA	97482251	6/29/2022	KnowBe4, Inc.
CARA and Design 	97482269	6/29/2022	KnowBe4, Inc.
COMPLIANCE PLUS	97475179	6/24/2022	KnowBe4, Inc.
COMPLIANCE PLUS and Design 	97481334	6/29/2022	KnowBe4, Inc.
CYBERHEISTNEWS	97160781	12/7/2021	KnowBe4, Inc.
DD+ and Design 	97550923	8/16/2022	KnowBe4, Inc.

Mark	Application No.	Filing Date	Owner
Design Only 	97535414	8/4/2022	KnowBe4, Inc.
Design Only 	97484419	6/30/2022	KnowBe4, Inc.
Design Only 	97341090	3/31/2022	KnowBe4, Inc.
DOMAIN DOPPELGÄNGER	97550702	8/16/2022	KnowBe4, Inc.
HACKBUSTERS	97582264	9/7/2022	KnowBe4, Inc.
HACKBUSTERS and Design 	97582290	9/7/2022	KnowBe4, Inc.
KB4-CON	97172115	12/14/2021	KnowBe4, Inc.
KCM	97325156	3/22/2022	KnowBe4, Inc.
KCM and Design 	97341262	3/31/2022	KnowBe4, Inc.
KMSAT	97325047	3/22/2022	KnowBe4, Inc.
KNOWBE4 HUMAN ERROR. CONQUERED. and Design 	97157523	12/6/2021	KnowBe4, Inc.
MODSTORE	97535340	8/4/2022	KnowBe4, Inc.
orange color mark 	97585946	9/9/2022	KnowBe4, Inc.
PHISHER	97470572	6/22/2022	KnowBe4, Inc.
PHISHER and Design 	97482029	6/29/2022	KnowBe4, Inc.
PHISHFLIP	97474641	6/24/2022	KnowBe4, Inc.
PHISHML	97474042	6/24/2022	KnowBe4, Inc.
PHISHRIP	97474349	6/24/2022	KnowBe4, Inc.
RANSIM	97583639	9/8/2022	KnowBe4, Inc.
SAPA	97615418	9/30/2022	KnowBe4, Inc.
SCS	97615498	9/30/2022	KnowBe4, Inc.
SECOND CHANCE	97484379	6/30/2022	KnowBe4, Inc.
SMART GROUPS	97503813	7/14/2022	KnowBe4, Inc.
X and Design 	97583799	9/8/2022	KnowBe4, Inc.
MEDIAPRO and Design 	97341968	3/31/2022	MediaPro Holdings, LLC

Mark	Application No.	Filing Date	Owner
THE SECURITY AWARENESS COMPANY	97585595	9/9/2022	The Security Awareness Company, LLC