

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GuardSight, Inc.		03/08/2023	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	ACF FinCo I LP, as Agent		
Street Address:	560 White Plains Road, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5612991	BREACHMASTERS	
Registration Number:	4798355	GUARDSIGHT	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128982817		
Email:	jaclyn.digrande@goldbergekohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7658.010		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	03/08/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

This **TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT** (this "**Agreement**"), dated as of March 8, 2023 is made between the undersigned (the "**Assignor**") and **ACF FINCO I LP**, a Delaware limited partnership with a place of business at 560 White Plains Road, 4th Floor, Tarrytown, New York 10591 ("**Agent**").

RECITALS:

Assignor has executed and delivered to Agent that certain Consent, Waiver and Joinder to Loan and Security Agreement, dated on or about the date hereof, and other agreements, documents and instruments contemplated by the transactions contained therein, which result in the Assignor becoming a party to that certain Loan and Security Agreement dated as of June 8, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Obligation Agreement**") and certain other agreements, documents and instruments executed and/or delivered to Agent by any person in connection therewith, as the same may be amended, restated, extended, replaced or otherwise modified from time to time, shall be referred to collectively as the "**Loan Documents**". Pursuant to the terms of the Obligation Agreement, Assignor is liable for the payment and performance of the "Obligations" (as such term is defined in the Obligation Agreement) as further described therein. Pursuant to the terms of this Agreement, Assignor is granting to Agent a security interest in and to the "Trademark Collateral" (as defined below) in order to secure repayment of Obligations pursuant to the Obligation Agreement.

AGREEMENT:

SECTION 1. Definitions. Unless defined in the introductory paragraph, above, in the Recitals, above, in the body of this Agreement, or in the Exhibits or other Schedules hereto, capitalized terms have the meanings given to such terms in the Obligation Agreement. Each term defined in the singular shall be interpreted in a collective manner when used in the plural, and each term defined in the plural shall be interpreted in an individual manner when used in the singular.

SECTION 2. Grant of Assignment and Security Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations to Agent and the Lenders, Assignor does hereby grant to Agent for its benefit, first priority liens and security interests in and to, all of the following property, whether now owned or hereafter acquired or existing by Assignor (the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate and business names, internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including each registered trademark and trademark application referred to in Exhibit A attached hereto; and

(b) all proceeds of, and rights associated with, all of the foregoing (including proceeds of infringement suits), all claims and rights of Assignor to sue third parties for past,

present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in Exhibit A attached hereto, or for any injury to the goodwill associated with the use of any such trademark; provided however that in no event shall Trademark Collateral Include any Excluded Property.

The security interests and rights, powers, remedies and privileges granted to Agent hereby have been granted as a supplement to, and not in limitation of, the security interests and rights, powers, remedies and privileges granted to Agent for its benefit and the benefit of the Lenders, under the other Loan Documents. The Loan Documents (and all rights, powers, remedies and privileges of Agent and the Lenders thereunder) shall remain in full force and effect in accordance with their terms notwithstanding Assignor's execution, delivery or performance of this Agreement.

SECTION 3. General Provisions.

(a) Successors and Assigns. This Agreement is entered into for the benefit of the parties hereto and their successors and permitted assigns and shall be binding upon the parties, their successors and permitted assigns.

(b) Entire Agreement; Amendments; Agent's Consent. This Agreement (including the Schedules and Exhibits) constitutes the entire agreement between Agent and Assignor with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions between Agent and Assignor, whether express or implied, oral, written, inscribed on a tangible medium or stored in an electronic or other medium, with respect to the subject matter hereof. No amendment or waiver of any provision of this Agreement, nor consent by Agent to any departure by Assignor therefrom, shall in any event be effective unless the same shall be in writing and Authenticated by Agent and Assignor in such writing, and then such amendment, waiver or consent shall be effective only to the extent specifically set forth in such writing. No discussions, negotiations or statements, whether oral, or in electronic or other format, by Agent or between Assignor and Agent with respect to the subject matter of this Agreement or any of the other Loan Document shall be valid and binding against Agent, nor shall the same create a binding obligation on Agent to lend money or to take any other action with respect to the Loans or Assignor, unless the same is reduced to writing and Authenticated by Agent in such writing.

(c) Execution in Counterparts. This 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 but one and the same instrument. Delivery of a counterpart hereof by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

(d) Severability of Provisions. Any provision of this Agreement or any of the other Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or the other Loan Documents or affecting the validity or enforceability of such provision in any other jurisdiction.

(e) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(f) Exhibits and Schedules. All Exhibits and Schedules to this Agreement are hereby incorporated by reference herein and made a part hereof.

(g) Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.

(h) Dispute Resolution. All claims shall be resolved in the manner set forth in the Obligation Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Assignors and Agent have caused this Agreement to be duly executed and delivered by its respective duly authorized officer as of the day and year first above written.

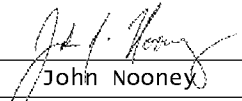
ASSIGNOR:

GUARDSIGHT, INC.

DocuSigned by:
Daniel J. Muse
By: _____
Name: Daniel Muse
Title: Chief Financial Officer and Treasurer

AGENT:

ACF FINCO I LP

By: 
Name: John Nooney
Title: Duly Authorized Signatory

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT**

REGISTERED TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	Assignor
BREACHMASTERS	87557547	Registered	5612991	11/20/18	GuardSight, Inc.
GUARDSIGHT	86418710	Registered	4798355	8/25/15	GuardSight, Inc.

TRADEMARK APPLICATIONS

None.