

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM797236

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAI GLOBAL COMPLIANCE, INC.		03/24/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SIXTH STREET LENDING PARTNERS		
<b>Street Address:</b>	2100 MCKINNEY AVENUE, STE. 1500		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3869167	COMPLIANCE 360	
<b>Registration Number:</b>	3939852	COMPLIANCE 360°	
<b>Registration Number:</b>	3467131	ETHICAL MOMENTS	
<b>Registration Number:</b>	4866695	RESILIENCEONE	
<b>Registration Number:</b>	3494990	RESILIENCEONE	
<b>Registration Number:</b>	5987251	SAI360	
<b>Registration Number:</b>	5987250	SAI360°	
<b>Registration Number:</b>	3533957	VIRTUAL EVIDENCE ROOM	
<b>Serial Number:</b>	97643689	SAI 360	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>			
<b>Phone:</b>	212-969-3000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Matthew D'Auria		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		

CH \$240.00 3869167

<b>ATTORNEY DOCKET NUMBER:</b>	74267-092
<b>NAME OF SUBMITTER:</b>	Matthew D'Auria
<b>SIGNATURE:</b>	/Matthew D'Auria/
<b>DATE SIGNED:</b>	03/24/2023
<b>Total Attachments: 6</b> source=Project Raptor - Trademark Security Agreement#page1.tif source=Project Raptor - Trademark Security Agreement#page2.tif source=Project Raptor - Trademark Security Agreement#page3.tif source=Project Raptor - Trademark Security Agreement#page4.tif source=Project Raptor - Trademark Security Agreement#page5.tif source=Project Raptor - Trademark Security Agreement#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 24<sup>th</sup> day of March, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **SIXTH STREET LENDING PARTNERS** (“Sixth Street”), in its capacity as agent for the Lenders and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

## W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 24, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **RAPTOR PARENT HOLDCO B.V.**, a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands, having its corporate seat in Amsterdam, with address Basisweg 10, 1043AP Amsterdam, the Netherlands, registered with the Trade Register of the Chamber of Commerce under number 89490681 (“Parent”), **RAPTOR INTERMEDIATE HOLDCO B.V.**, a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands, having its corporate seat in Amsterdam, with address Basisweg 10, 1043AP Amsterdam, the Netherlands, registered with the Trade Register of the Chamber of Commerce under number 89495675 (“Intermediate Holdings”), **RAPTOR US BUYER II CORP.**, a Delaware corporation (in its capacity as an initial borrower and the borrower representative thereunder, “Borrower Representative”), the other Borrowers from time to time party thereto, the Agent, the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”, and collectively, as the “Lenders”), Sixth Street as a joint lead arranger, and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as a joint lead arranger, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 24, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

2. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an

original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

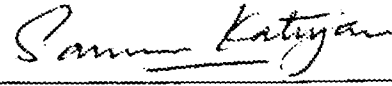
6. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SAI GLOBAL COMPLIANCE, INC.

By: 

Name: Sameer Katiyar

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**SIXTH STREET LENDING PARTNERS,**  
as Agent

A handwritten signature in black ink, appearing to be 'R Stanley', written over a horizontal line.

By: \_\_\_\_\_  
Name: Robert (Bo) Stanley  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Registrations:**

<b>OWNER</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
SAI Global Compliance, Inc.	November 2, 2010	3869167	COMPLIANCE 360
SAI Global Compliance, Inc.	April 5, 2011	3939852	COMPLIANCE 360° (STYLIZED)
SAI Global Compliance, Inc.	July 15, 2008	3467131	ETHICAL MOMENTS
SAI Global Compliance, Inc.	December 8, 2015	4866695	RESILIENCEONE
SAI Global Compliance, Inc.	September 2, 2008	3494990	RESILIENCEONE
SAI Global Compliance, Inc.	February 18, 2020	5987251	SAI360
SAI Global Compliance, Inc.	February 18, 2020	5987250	SAI360°
SAI Global Compliance, Inc.	November 18, 2008	3533957	VIRTUAL EVIDENCE ROOM

**Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
SAI Global Compliance, Inc.	97/643689	SAI360 Logo