

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orbis Operations, LLC		11/18/2022	Limited Liability Company: DELAWARE
Coverent, LLC		11/18/2022	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Regions Bank, as Administrative Agent		
Street Address:	250 Riverchase Parkway East, First Floor		
City:	Hoover		
State/Country:	ALABAMA		
Postal Code:	35244		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4668952	ADVANCED SITUATIONAL AWARENESS TRAINING	
Registration Number:	4226680	ADVANCED SITUATIONAL AWARENESS TRAINING(
Registration Number:	4597262	ASAT	
Registration Number:	4209829	ASAT	
Registration Number:	5003600	INSIDER THREAT - SITUATIONAL AWARENESS T	
Registration Number:	4450001	IT-SAT	
Registration Number:	4761244	MASAT	
Registration Number:	6799892	ORBIS OPERATIONS	
Registration Number:	6799893	ORBIS OPERATIONS	
Registration Number:	4761230	SAT	
Registration Number:	4761232	SHARPSAT	
Registration Number:	4737409	SOFSAT	
Registration Number:	4092030	COVERENT	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<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>			
TRADEMARK			

OP \$340.00 4668952

Phone: 7043734640
Email: bsmith@mcguirewoods.com
Correspondent Name: Betty G. Smith, Senior Paralegal
Address Line 1: McGuireWoods LLP, 201 N. Tryon St.
Address Line 2: Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 2073010-0044

NAME OF SUBMITTER: Betty G. Smith

SIGNATURE: /Betty G. Smith/

DATE SIGNED: 03/27/2023

Total Attachments: 5

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NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS NOTICE OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of November 18, 2022, is made by ORBIS OPERATIONS, LLC, a Delaware limited liability company ("Orbis") and COVERENT, LLC, a Virginia limited liability company ("Coverent", and together with Orbis, the "Grantors" and each a "Grantor"), in favor of REGIONS BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of November 18, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Orbis Intermediate Company, LLC, a Delaware limited liability company ("Holdings"), Orbis Operations, LLC, a Delaware limited liability company (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuer from time to time party thereto and Regions Bank, as Administrative Agent for the Secured Parties, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 18, 2022 in favor of the Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, each Grantor is a party to the Guaranty and Security Agreement pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor; provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property and the provisions of this Agreement need not be satisfied with respect to Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signature delivered by facsimile, email or other electronic transmission shall be deemed a manually executed original hereof for all purposes.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

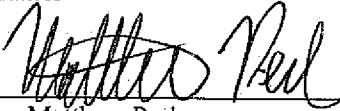
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of Security Interest in **Trademarks** to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ORBIS OPERATIONS, LLC

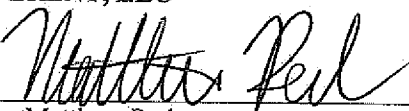
as Grantor

By: 

Name: Matthew Perl

Title: Chief Financial Officer

COVERENT, LLC

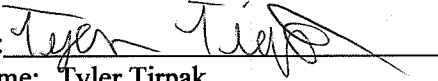
By: 

Name: Matthew Perl

Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:


REGIONS BANK,
as Administrative Agent

By: 
Name: Tyler Tirpak
Title: Vice President

**SCHEDULE 1
TO
NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

Trademark Registrations

1. REGISTERED TRADEMARKS

Loan Party	Title	Serial No.	Reg. No.	STATUS
Orbis Operations, LLC	ADVANCED SITUATIONAL AWARENESS TRAINING	86/204,562	4668952	Registered
Orbis Operations, LLC	ADVANCED SITUATIONAL AWARENESS TRAINING(ASAT)	85/303,419	4226680	Registered
Orbis Operations, LLC	ASAT	86/204,521	4597262	Registered
Orbis Operations, LLC	ASAT	85/544,705	4209829	Registered
Orbis Operations, LLC	INSIDER THREAT - SITUATIONAL AWARENESS TRAINING (IT-SAT)	85/753,074	5003600	Registered
Orbis Operations, LLC	IT-SAT	85/753,101	4450001	Registered
Orbis Operations, LLC	MASAT	86/189,413	4761244	Registered
Orbis Operations, LLC	ORBIS OPERATIONS	90/022,843	6799892	Registered
Orbis Operations, LLC	ORBIS OPERATIONS and Design 	90/022,876	6799893	Registered
Orbis Operations, LLC	SAT	86/184,260	4761230	Registered
Orbis Operations, LLC	SHARPSAT	86/184,379	4761232	Registered
Orbis Operations, LLC	SOFSAT	86/041,784	4737409	Registered
Coverent, LLC	Coverent	85/159,045	4092030	Registered

2. TRADEMARK APPLICATIONS

None.