

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optiv Parent Inc.		04/26/2023	Corporation: DELAWARE
Optiv Security Inc.		04/26/2023	Corporation: DELAWARE
ClearShark, L.L.C.		04/26/2023	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6586181	OPTIV	
Registration Number:	5161762	OPTIV	
Registration Number:	5161694	OPTIV	
Registration Number:	5863368	OPTIV SECURITY	
Registration Number:	6502830	SECURE YOUR SECURITY	
Registration Number:	4456557	CLAB	
Registration Number:	4459079	CYBERBOT	
Registration Number:	6895399	SECURE GREATNESS	
Registration Number:	6276246	SOURCE ZERO	
Registration Number:	6196282	THREATBEAT	
Registration Number:	6196264	THREATDNA	
Registration Number:	6884826	UNPACK THE HACK	
Registration Number:	4578790	CLEARSHARK FIERCE TECHNOLOGY SOLUTIONS	
Registration Number:	4182777	CLEARSHARK	
Registration Number:	4025981	CLEARSHARK	
Serial Number:	97517998	CISO PERIODIC TABLE	
Serial Number:	97518019	OPTIV FUTURE POINT	
		TRADEMARK	

CORRESPONDENCE DATA**Fax Number:** 2124464900*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.***Phone:** 2124464727**Email:** hsmith@kirkland.com**Correspondent Name:** Hayley Smith**Address Line 1:** Kirkland & Ellis LLP**Address Line 2:** 601 Lexington Ave**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 42492-5**NAME OF SUBMITTER:** Hayley Smith**SIGNATURE:** /Hayley Smith/**DATE SIGNED:** 05/03/2023**Total Attachments: 6**

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**GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of April 26, 2023, is made by Optiv Parent Inc., a Delaware corporation, Optiv Security Inc., a Delaware corporation and ClearShark, L.L.C., a Maryland limited liability company (each a “Grantor”, and collectively the “Grantors”), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of April 26, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Optiv Holdings Inc., a Delaware corporation (“Holdings”), Optiv Parent Inc., a Delaware corporation (the “Borrower”), the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and Jefferies Finance LLC, as administrative agent and collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of April 26, 2023 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

OPTIV PARENT INC.,
as a Grantor

DocuSigned by:
Nathan Brady
By: _____
Name: Nathan P. Brady
Title: Treasurer

OPTIV SECURITY INC.,
as a Grantor

DocuSigned by:
Nathan Brady
By: _____
Name: Nathan P. Brady
Title: Treasurer

CLEARSHARK, L.L.C.,
as a Grantor

By: _____
Name: Brian Strosser
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

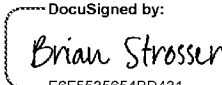
OPTIV PARENT INC.,
as a Grantor

By: _____
Name: Nathan P. Brady
Title: Treasurer

OPTIV SECURITY INC.,
as a Grantor

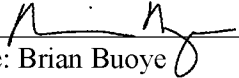
By: _____
Name: Nathan P. Brady
Title: Treasurer

CLEARSHARK, L.L.C.,
as a Grantor

DocuSigned by:
By:  _____
Name: Brian Strosser
Title: President

JEFFERIES FINANCE LLC,
as the Agent

By:



Name: Brian Buoye
Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APP/REG. NO.	MARK	STATUS
OPTIV PARENT INC.	6586181	OPTIV 	REGISTERED
OPTIV PARENT INC.	5161762	OPTIV 	REGISTERED
OPTIV PARENT INC.	5161694	OPTIV	REGISTERED
OPTIV PARENT INC.	5863368	OPTIV SECURITY	REGISTERED
OPTIV PARENT INC.	6502830	SECURE YOUR SECURITY	REGISTERED
OPTIV SECURITY INC.	97517998	CISO PERIODIC TABLE	PENDING
OPTIV SECURITY INC.	4456557	CLAB	REGISTERED
OPTIV SECURITY INC.	4459079	CYBERBOT	REGISTERED
OPTIV SECURITY INC.	97518019	OPTIV FUTURE POINT	PENDING
OPTIV SECURITY INC.	6895399	SECURE GREATNESS	REGISTERED
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OPTIV SECURITY INC.	6884826	UNPACK THE HACK	REGISTERED
CLEARSHARK, L.L.C.	4578790	CLEAR SHARK FIERCE TECHNOLOGY SOLUTIONS & Design	REGISTERED
CLEARSHARK, L.L.C.	4182777	CLEARSHARK	REGISTERED
CLEARSHARK, L.L.C.	4025981	CLEARSHARK & Design	REGISTERED