

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE SECOND LIEN SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		06/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARCHER TECHNOLOGIES LLC		
Street Address:	13200 METCALF AVE		
Internal Address:	Suite 300		
City:	OVERLAND PARK		
State/Country:	KANSAS		
Postal Code:	66213		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	RSA SECURITY LLC		
Street Address:	13200 METCALF AVE		
Internal Address:	Suite 300		
City:	OVERLAND PARK		
State/Country:	KANSAS		
Postal Code:	66213		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4140981	ARCHER	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<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:	2124464727		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	KIRKLAND & ELLIS LLP		
Address Line 1:	ATTN: HAYLEY SMITH		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		

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ATTORNEY DOCKET NUMBER:	42800-20
NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	/Hayley Smith/
DATE SIGNED:	07/05/2023

Total Attachments: 5

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EXECUTION VERSION

NOTICE OF PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS AND PATENT RIGHTS

This NOTICE OF PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS AND PATENT RIGHTS (this “Termination and Release”), effective as of June 30, 2023, is made by MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Collateral Agent (referred to herein as the “Agent”), in favor of Archer Technologies LLC and RSA Security LLC (together, the “Grantor”), as successor in interest to RSA Security LLC (“RSA”) for certain Collateral.

WHEREAS, pursuant to the Second Lien Intellectual Property Security Agreement, dated April 27, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “IP Security Agreement”) between RSA and the Agent, RSA granted a security interest (the “Security Interest”) in among other things, all of RSA’s right, title and interest in and to Grantor’s Patents and Trademarks to the Agent, and RSA assigned to the Grantor certain of the Collateral;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on April 29, 2021 at Reel/Frame No. 007274/0705 for trademarks and 056098/0534 for patents;

WHEREAS, the Collateral included, among other things, the Trademarks of Grantor listed on Schedule A attached hereto, and together with the goodwill symbolized thereby (the “Released Trademark Collateral”) and the Patents of Grantor listed on Schedule B attached hereto (the “Released Patent Collateral”);

WHEREAS, the Grantor has requested and the Agent has agreed to provide this Termination and Release in order to terminate and release its Security Interest in the Collateral owned by the Grantor, including, without limitation, the Released Trademark Collateral and the Released Patent Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Termination and Release, including its preamble and recitals, have the meanings provided or provided by reference in the IP Security Agreement.

SECTION 2. Release of Security Interest in Released Trademark Collateral and Released Patent Collateral. The Agent hereby terminates, releases, discharges, and cancels its Security Interest in and to the Released Trademark Collateral and the Released Patent Collateral and (i) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, (ii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution,

misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages relating to the foregoing, and (iii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Released Trademark Collateral and Released Patent Collateral of or arising from any of the foregoing. Any right, title or interest of the Agent in and to the Released Trademark Collateral or the Released Patent Collateral shall hereby cease and become void.

SECTION 3. Partial Release. This Termination and Release is applicable only and solely with respect to the Collateral owned by the Grantor and no other Collateral arising under the IP Security Agreement. Except as expressly modified hereby, the IP Security Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

SECTION 4. Further Assurances. The Agent hereby agrees, upon the reasonable request and at the sole expense of the Grantor, to duly execute, acknowledge, procure and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the Security Interest hereunder. The Agent hereby authorizes and requests that the Commissioner for Trademarks and the Commissioner of Patents of the United States Patent and Trademark Office record this Termination and Release.

SECTION 5. Governing Law. This Termination and Release and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state of New York.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

JP MORGAN CHASE, N.A.,
as Agent

By: Anthony Kardonsky
Name: Anthony Kardonsky
Title: Authorized Credit Officer

SCHEDULE A
TRADEMARKS

Trademark	App. No.	Reg. No.
ARCHER	85122192	4140981

SCHEDULE B**PATENTS**

Title	App. No. / App. Date	Patent No. / Patent Date
Layout design for a mobile application using selected governance, risk management and compliance rules	13/838,948 03/15/2013	9075583 07/07/2015
Access management system	14/488,377 09/17/2014	9380076 06/28/2016
Efficient operation of GRC processing platforms	14/980,252 12/28/2015	10140267 11/27/2018
Generating Recommendations for Supporting Risk Assessment in Risk Management Solutions	15/662,827 07/28/2017	
ANONYMIZING DATA SETS IN RISK MANAGEMENT APPLICATIONS	16/265,636 02/01/2019	11087004 08/10/2021
POLICY-BASED COMPLETION OF THIRD PARTY RISK ASSESSMENTS	16/778,107 01/31/2020	
Automatic Assignment of Tasks to Users in Collaborative Projects	16/778,142 01/31/2020	
DETERMINING SYNTAX PARSE TREES FOR EXTRACTING NESTED HIERARCHICAL STRUCTURES FROM TEXT DATA	16/844,046 04/09/2020	
AUTOMATED PROCESSING OF UNSTRUCTURED TEXT DATA IN PAIRED DATA FIELDS OF A DOCUMENT	16/906,232 06/19/2020	
Automatic allocation of review resources to review pre-populated data items	17/035,882 09/29/2020	