

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORCEPOINT FEDERAL HOLDINGS LLC		09/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	APOLLO ADMINISTRATIVE AGENCY LLC		
Street Address:	9 West 57th Street, 41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5340938	CONVERGENCE	
Registration Number:	4998524	CROSSVIEW	
Registration Number:	4790505	HIGH SPEED GUARD	
Registration Number:	2985456	INNERVIEW	
Registration Number:	5078411	SPOTLIGHT	
Registration Number:	3201933	SUREVIEW	
Registration Number:	5055033	TRUSTED GATEWAY SYSTEM	
Registration Number:	3390371	TRUSTED THIN CLIENT	
Registration Number:	4839500	TRUSTED THIN CLIENT	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	John P. Prusakowski		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		

CH \$240.00 5340938

ATTORNEY DOCKET NUMBER:	11964.545
NAME OF SUBMITTER:	John P. Prusakowski
SIGNATURE:	/John P. Prusakowski/
DATE SIGNED:	09/29/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 29, 2023, by and among FORCEPOINT FEDERAL HOLDINGS LLC (“Grantor”) and APOLLO ADMINISTRATIVE AGENCY LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of September 29, 2023 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges, assigns and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all United States Trademarks owned by the Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal Law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or authority record this Trademark Security Agreement.

SECTION 5. Termination or Release. Upon the termination of the Security Agreement or the release of the Trademark Collateral, in each case, in accordance with the terms of the Security Agreement, the Collateral Agent shall, at the request of Grantor and at the sole cost and expense of Grantor, execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this Trademark Security Agreement or any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FORCEPOINT FEDERAL HOLDINGS LLC

By: 
Name: Jason Facer
Title: Chief Financial Officer & Treasurer

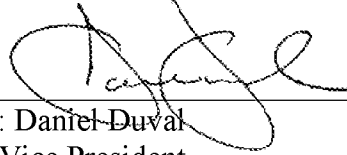
Accepted and Agreed:

APOLLO ADMINISTRATIVE AGENCY LLC, as Collateral
Agent

By: _____

Name: Daniel Duval

Title: Vice President

A handwritten signature in black ink, appearing to read 'Daniel Duval', is written over a horizontal line. The signature is stylized and cursive.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS:

Record Owner	Mark	Application No.	Registration No.
Forcepoint Federal Holdings LLC	CONVERGENCE	86/018,010	5,340,938
Forcepoint Federal Holdings LLC	CROSSVIEW	85/838,044	4,998,524
Forcepoint Federal Holdings LLC	HIGH SPEED GUARD	86/493,482	4,790,505
Forcepoint Federal Holdings LLC	InnerVIEW	78/435,799	2,985,456
Forcepoint Federal Holdings LLC	SPOTLIGHT	86/352,316	5,078,411
Forcepoint Federal Holdings LLC	SureView	78/846,028	3,201,933
Forcepoint Federal Holdings LLC	TRUSTED GATEWAY SYSTEM	86/249,172	5,055,033
Forcepoint Federal Holdings LLC	TRUSTED THIN CLIENT	77/123,219	3,390,371
Forcepoint Federal Holdings LLC	TRUSTED THIN CLIENT	86/376,645	4,839,500