

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAVEX Global, Inc.		11/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4670144	POLICYTECH	
Registration Number:	4612096	NAVEX GLOBAL	
Registration Number:	3494370	INTEGRILINK	
Registration Number:	1826704	ALERTLINE	
Registration Number:	2898031	LEGAL ENGINEERING	
Registration Number:	3035481	EP	
Registration Number:	2939611	ETHICS POINT INTEGRITY AT WORK	
Registration Number:	2504591	ETHICSPPOINT	
Registration Number:	5394158	NETCLAIM	
Registration Number:	5313797	NAVEXENGAGE	
Registration Number:	5138363	RISKRATE	
Registration Number:	5138364	RISKRATE ENTERPRISE DUE DILIGENCE	
Registration Number:	3859667	LOCKPATH	
Registration Number:	5720752		
Registration Number:	5782620	CRISISPOINT	
Registration Number:	6769726	NAVEX	
Registration Number:	5955704	NAVEX GLOBAL	
Registration Number:	6615795	NAVEX ONE	

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CORRESPONDENCE DATA**Fax Number:** 2024083141*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:** 2024083141**Email:** jean.paterson@cscglobal.com**Correspondent Name:** CSC**Address Line 1:** 1090 Vermont Avenue, NW**Address Line 4:** Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	11/10/2023
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT, dated as of November 9, 2023 (this "Agreement"), by and between NAVEX GLOBAL, INC., a Delaware corporation (the "Grantor"), and ANTARES CAPITAL LP, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Credit Agreement, dated as of November 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among NAVIGATOR GUARANTOR INC., a Delaware corporation ("Holdings"), NAVEX TOPCO, INC., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, ANTARES CAPITAL LP, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and the Collateral Agent, and the various other parties thereto and (b) that certain Collateral Agreement, dated as of November 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the "Trademark Collateral"); *provided* that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

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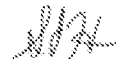
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NAVEX Global, Inc., as Grantor

DocuSigned by:

By: 
Name: Andrew Bates
Title: Chief Financial Officer

ANTARES CAPITAL LP, as Collateral Agent

By: 
Name: Steven Heise
Title: Duly Authorized Signatory

Schedule I
to Trademark Security Agreement

Registered Owner	Trademark	Registration or Application No.
NAVEX Global, Inc.	POLICYTECH	4670144
NAVEX Global, Inc.	NAVEX GLOBAL	4612096
NAVEX Global, Inc.	INTEGRILINK	3494370
NAVEX Global, Inc.	AlertLine	1826704
NAVEX Global, Inc.	LEGAL ENGINEERING	2898031
NAVEX Global, Inc.	EP and Design 	3035481
NAVEX Global, Inc.	ETHICS POINT INTEGRITY AT WORK 	2939611
NAVEX Global, Inc.	ETHICSPPOINT	2504591
NAVEX Global, Inc.	NETCLAIM	5394158
NAVEX Global, Inc.	NAVEXENGAGE	5313797
NAVEX Global, Inc.	RISKRATE	5138363
NAVEX Global, Inc.	RISKRATE ENTERPRISE DUE DILIGENCE	5138364
NAVEX Global, Inc.	LOCKPATH	3859667
NAVEX Global, Inc.	LEAF DESIGN	5720752
NAVEX Global, Inc.	CRISISPOINT	5782620
NAVEX Global, Inc.	NAVEX	6769726
NAVEX Global, Inc.	NAVEX GLOBAL	5955704
NAVEX Global, Inc.	NAVEXONE	6615795