

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI155591

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ventiv Technology Inc.		04/09/2024	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Golub Capital Markets LLC, as Collateral Agent		
<b>Street Address:</b>	200 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2828599	IVOS	
<b>Registration Number:</b>	3526752	NAVRISK	
<b>Registration Number:</b>	5702941	NAVRISK VISION	
<b>Registration Number:</b>	2655762	RISKCONSOLE	
<b>Registration Number:</b>	5165123	RMIS INSIGHTS	
<b>Registration Number:</b>	5985600	VENTIV IRM	
<b>Registration Number:</b>	5985794	VENTIV POLICY	
<b>Registration Number:</b>	5985602	VENTIV DIGITAL	
<b>Registration Number:</b>	5985601	VENTIV RPA	
<b>Registration Number:</b>	5979214	VENTIV CLAIMS	
<b>Registration Number:</b>	5979213	VENTIV ANALYTICS	
<b>Registration Number:</b>	5546144	VENTIV TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(800)221-0102		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Khadijah Sampson		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		

OP \$315.00.00 78163143

**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20036

**ATTORNEY DOCKET NUMBER:** 2328262

**NAME OF SUBMITTER:** Andrew Hackett

**SIGNATURE:** Andrew Hackett

**DATE SIGNED:** 04/10/2024

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of April 9, 2024, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Golub Capital Markets LLC (“Golub”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain Credit Agreement dated as of December 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Riskconnect Parent, LLC, a Delaware limited liability company (the “Borrower”), RSK Buyer, Inc, a Delaware corporation (“Holdco”), each Lender party thereto and Golub, in its capacity as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of December 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely so long as, the creation of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto (the “Copyrights”);

d. 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 such Grantor accruing thereunder or pertaining thereto;

e. 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; and

f. 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 Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Electronic Execution. This IP Security Agreement may be executed in any number of 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. The words “execution,” “execute,” “signed,” “signature,” and words of like import in this IP Security Agreement or any amendment or other modification hereof shall be deemed to include electronic signatures 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 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.

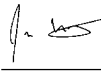
E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Sections 10.15, 10.16 and 10.17 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**VENTIV TECHNOLOGY INC.,**  
a California corporation

By: 

Name: James Wetekamp

Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 008394 FRAME: 0182**

GOLUB CAPITAL MARKETS LLC,  
as Collateral Agent

By: 

Name: Robert G. Tuchscherer

Title: Senior Managing Director

**Schedule A**

**Patents**

None.



**Schedule B****Trademarks**

## 1. Registered Trademarks

<b>Trademark</b>	<b>Country</b>	<b>Filing Date</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
IVOS	United States	9/11/2002	78163143	2828599	3/30/2004	Ventiv Technology Inc.
NAVRISK	United States	12/12/2007	77350677	3526752	11/4/2008	Ventiv Technology Inc.
NAVRISK VISION	United States	8/8/2018	88070143	5702941	3/19/2019	Ventiv Technology Inc.
RISKCONSOLE	United States	2/13/2001	76210671	2655762	12/3/2002	Ventiv Technology Inc.
RMIS INSIGHTS	United States	7/29/2016	87120673	5165123	3/21/2017	Ventiv Technology Inc.
VENTIV IRM	United States	11/7/2018	88185262	5985600	2/11/2020	Ventiv Technology Inc.
VENTIV POLICY	United States	12/11/2018	88224715	5985794	2/11/2020	Ventiv Technology Inc.
VENTIV DIGITAL	United States	11/7/2018	88185268	5985602	2/11/2020	Ventiv Technology Inc.
VENTIV RPA	United States	11/7/2018	88185267	5985601	2/11/2020	Ventiv Technology Inc.
VENTIV CLAIMS	United States	11/7/2018	88185254	5979214	2/4/2020	Ventiv Technology Inc.

<b>Trademark</b>	<b>Country</b>	<b>Filing Date</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
VENTIV ANALYTICS	United States	11/7/2018	88185232	5979213	2/4/2020	Ventiv Technology Inc.
VENTIV TECHNOLOGY	United States	8/11/2014	86363122	5546144	8/21/2018	Ventiv Technology Inc.

2. Trademark Applications

None.

**Schedule C**

**Copyrights**

None.