

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STEALTHBITS TECHNOLOGIES II LLC		12/31/2020	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	TC Lending, LLC, as Collateral Agent		
Street Address:	2100 McKinney Avenue, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5623309	STEALTHRECOVER	
Registration Number:	5763887	STEALTHDEFEND	
Registration Number:	4375871	STEALTHTOOLS	
Registration Number:	4375874	STEALTHSEEK	
Registration Number:	4330146	STEALTHINTERCEPT	
Registration Number:	3668046	STEALTHAUDIT	
Registration Number:	3668047	STEALTHBITS	
Serial Number:	90211039	ANYID	
Serial Number:	90211060	ANYDATA	
Serial Number:	90033721	ID INDEX	
Serial Number:	90033735	IDENTITY INDEX	
Serial Number:	90033747	IDINDEX	
Serial Number:	90033753	IDENTITYINDEX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
TRADEMARK			

CH \$340.00 5623309

Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	12/31/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of December 31, 2020 (this “Trademark Security Agreement”), is made by the Pledgor that is a signatory hereto, in favor of TC Lending, LLC, in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of September 30, 2020 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among NWRX Merger Sub, Inc., a Delaware corporation (the “Initial Borrower”), which upon consummation of the Closing Date Acquisition will be merged with and into NetWrix Corporation, a Delaware corporation (“NetWrix” and, together with the Initial Borrower, individually and collectively, jointly and severally, the “Borrower”), NWRX Acquisition, Inc., a Delaware corporation (“Holdings”), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 the Pledgor 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, the terms and provisions of which are incorporated by reference herein 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. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of this page intentionally left blank]

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

**STEALTHBITS TECHNOLOGIES
II LLC,**
as the Pledgor

By: Scott Parnell
Name: Scott Parnell
Title: Chief Financial Officer

Accepted and Agreed:
TC LENDING, LLC,
as Collateral Agent

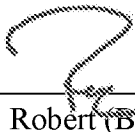
By: _____
Name: Robert (Bo) Stanley
Title: President

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

**STEALTHBITS TECHNOLOGIES
II LLC,**
as the Pledgor

By: _____
Name:
Title:

Accepted and Agreed:
TC LENDING, LLC,
as Collateral Agent

By:  _____
Name: Robert (Bo) Stanley
Title: President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
STEALTHbits Technologies, Inc.	STEALTHRECOVER	5623309 04-Dec-2018
STEALTHbits Technologies, Inc.	STEALTHDEFEND	5763887 28-May-2019
STEALTHbits Technologies, Inc.	STEALTHTOOLS	4375871 30-Jul-2013
STEALTHbits Technologies, Inc.	STEALTHSEEK	4375874 30-Jul-2013
STEALTHbits Technologies, Inc.	STEALTHINTERCEPT	4330146 07-May-2013
STEALTHbits Technologies, Inc.	STEALTHAUDIT	3668046 18-Aug-2009
STEALTHbits Technologies, Inc.	STEALTHBITS	3668047 18-Aug-2009

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
STEALTHbits Technologies, Inc.	ANYID	90/211039
STEALTHbits Technologies, Inc.	ANYDATA	90/211060

STEALTHbits Technologies, Inc.	ID INDEX	90/033721
STEALTHbits Technologies, Inc.	IDENTITY INDEX	90/033735
STEALTHbits Technologies, Inc.	IDINDEX	90/033747
STEALTHbits Technologies, Inc.	IDENTITYINDEX	90/033753