

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NetSPI, LLC		11/04/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	200 Executive Blvd., Mail Stop SO 119		
City:	Southington		
State/Country:	CONNECTICUT		
Postal Code:	06489		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5517504	RESOLVE	
Registration Number:	5748251	NETSPI	
Registration Number:	5748252	NETSPI	
Registration Number:	5748266	NETSPI RESOLVE	
Serial Number:	90881137	RED TEAM TOOLKIT	
Serial Number:	97060889		
Serial Number:	90881143	DARK SIDE OPS	
Serial Number:	97476869	DARK SIDE OPS	
Serial Number:	90881165		
Serial Number:	97569307	NETSPI U	
Serial Number:	97570439	NETSPI U	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		

OP \$290.00 5517504

Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 06726.515174

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /s/ Moira Sheehan

DATE SIGNED: 11/04/2022

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), dated as of November 4, 2022, is made by NetSPI, LLC, a Delaware limited liability company (the “*Grantor*”), in favor of Webster Bank, National Association, as administrative agent (in such capacity, the “*Administrative Agent*”) in connection with that certain Credit Agreement, dated as of November 4, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among NetSPI Topco Corporation, a Delaware corporation, NetSPI Midco Corporation, a Delaware corporation (the “*Borrower*”), the other Persons party thereto that are designated as a “Loan Party”, the Lenders party thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to extend credit to the Borrower and the Issuing Lender has agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein (collectively, the “*Extensions of Credit*”);

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of November 4, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), in favor of the Administrative Agent, as a “Grantor” and “Guarantor” thereunder;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including certain Trademarks, other than to the extent constituting Excluded Assets; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce the Lenders and the Issuing Bank to make their respective Extensions of Credit under the Credit Agreement, to induce one or more Cash Management Banks to enter into Cash Management Agreements with the Borrower or any of its Restricted Subsidiaries, and/or to induce one or more Qualified Counterparties to enter into Specified Swap Agreements with the Borrower or any of its Restricted Subsidiaries (as applicable), the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. DEFINITIONS. UNLESS OTHERWISE DEFINED HEREIN OR THE CONTEXT OTHERWISE REQUIRES, TERMS USED IN THIS AGREEMENT, INCLUDING ITS PREAMBLE AND RECITALS, HAVE THE MEANINGS PROVIDED OR PROVIDED BY REFERENCE IN THE CREDIT AGREEMENT AND THE GUARANTEE AND COLLATERAL AGREEMENT, AS APPLICABLE.

SECTION 2 GRANT OF SECURITY INTEREST. THE GRANTOR HEREBY GRANTS A LIEN ON AND SECURITY INTEREST IN ALL OF SUCH GRANTOR’S RIGHT,

TITLE AND INTEREST IN, TO AND UNDER THE TRADEMARKS, OTHER THAN TO THE EXTENT CONSTITUTING EXCLUDED ASSETS (INCLUDING, WITHOUT LIMITATION, THOSE ITEMS LISTED ON SCHEDULE A HERETO), INCLUDING THE GOODWILL ASSOCIATED WITH SUCH TRADEMARKS AND THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM (COLLECTIVELY, THE "COLLATERAL"), TO THE ADMINISTRATIVE AGENT FOR THE BENEFIT OF THE SECURED PARTIES AS COLLATERAL SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE (WHETHER AT THE STATED MATURITY, BY ACCELERATION OR OTHERWISE) OF THE SECURED OBLIGATIONS; PROVIDED THAT, APPLICATIONS IN THE UNITED STATES PATENT AND TRADEMARK OFFICE TO REGISTER TRADEMARKS OR SERVICE MARKS ON THE BASIS OF SUCH GRANTOR'S "INTENT TO USE" SUCH TRADEMARKS OR SERVICE MARKS WILL NOT BE DEEMED TO BE COLLATERAL UNLESS AND UNTIL AN AMENDMENT TO ALLEGE USE OR A STATEMENT OF USE HAS BEEN FILED AND ACCEPTED BY THE UNITED STATES PATENT AND TRADEMARK OFFICE, WHEREUPON SUCH APPLICATION SHALL BE AUTOMATICALLY SUBJECT TO THE SECURITY INTEREST GRANTED HEREIN AND DEEMED TO BE INCLUDED IN THE COLLATERAL.

SECTION 3. PURPOSE. THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED BY THE GRANTOR FOR THE PURPOSE OF RECORDING THE GRANT OF SECURITY INTEREST HEREIN WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. THE SECURITY INTEREST GRANTED HEREBY HAS BEEN GRANTED TO THE ADMINISTRATIVE AGENT FOR THE BENEFIT OF THE SECURED PARTIES IN CONNECTION WITH THE GUARANTEE AND COLLATERAL AGREEMENT AND IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS THEREOF. THE GUARANTEE AND COLLATERAL AGREEMENT (AND ALL RIGHTS AND REMEDIES OF THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES THEREUNDER) SHALL REMAIN IN FULL FORCE AND EFFECT IN ACCORDANCE WITH ITS TERMS.

SECTION 4. ACKNOWLEDGMENT. THE GRANTOR DOES HEREBY FURTHER ACKNOWLEDGE AND AFFIRM THAT THE RIGHTS AND REMEDIES OF THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES WITH RESPECT TO THE SECURITY INTEREST IN THE COLLATERAL GRANTED HEREBY ARE MORE FULLY SET FORTH IN THE CREDIT AGREEMENT AND THE GUARANTEE AND COLLATERAL AGREEMENT, THE TERMS AND PROVISIONS OF WHICH (INCLUDING THE REMEDIES PROVIDED FOR THEREIN) ARE INCORPORATED BY REFERENCE HEREIN AS IF FULLY SET FORTH HEREIN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE GUARANTEE AND COLLATERAL AGREEMENT, THE TERMS OF THE GUARANTEE AND COLLATERAL AGREEMENT SHALL GOVERN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE CREDIT AGREEMENT, THE TERMS OF THE CREDIT AGREEMENT SHALL GOVERN.

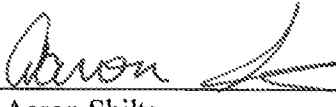
SECTION 5. COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER CONSTITUTE ONE AND THE SAME ORIGINAL. FOR THE

AVOIDANCE OF DOUBT, THE FOREGOING ALSO APPLIES TO ANY AMENDMENT, EXTENSION OR RENEWAL OF THIS AGREEMENT.

SECTION 6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NetSPI, LLC,
as the Grantor

By: 
Name: Aaron Shilts
Title: Chief Executive Officer and President

ACCEPTED AND AGREED
as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION
as Administrative Agent

By: 
Name: Annie Fisher
Title: Director

SCHEDULE A

U.S. Patent Registrations and Applications

<u>Trademark</u>	<u>Owner</u>	<u>Application No.</u> <u>/</u> <u>Date</u>	<u>Reg. No. /</u> <u>Date</u>
RESOLVE (word mark and design)	NetSPI, LLC	87/631,064 2-OCT-2017	5,517,504 17-JUL-2018
NETSPI	NetSPI, LLC	87/617,363 21-SEP-2017	5,748,251 14-MAY-2019
NETSPI (word mark and logo)	NetSPI, LLC	87/617,416 21-SEP-2017	5,748,252 14-MAY-2019
NETSPI RESOLVE	NetSPI, LLC	87/631,058 2-OCT-2017	5,748,266 14-MAY-2019
Red Team Toolkit	NetSPI, LLC	90/881,137 13-AUG-2021	N/A
Monster Design	NetSPI, LLC	97/060,889 5-OCT-2021	N/A
Dark Side Ops (category 42)	NetSPI, LLC	90/881,143 13-AUG-2021	N/A
Dark Side Ops (category 41)	NetSPI, LLC	97/476,869 27-JUN-2022	N/A
Red & Black Squares Design	NetSPI, LLC	90/881,165 13-AUG-2021	N/A
NetSPI U	NetSPI, LLC	97/569,307 29-AUG-2022	N/A
NetSPI U (design)	NetSPI, LLC	97/570,439 30-AUG-2022	N/A