

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4289059

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN PATENT RIGHTS (FIRST LIEN)
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
OPTIV SECURITY INC.	02/01/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JEFFERIES FINANCE LLC
<b>Street Address:</b>	520 MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8744894
<b>Application Number:</b>	14282347
<b>Application Number:</b>	14271346
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)838-5109
<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>	650-838-3743
<b>Email:</b>	jlik@shearman.com
<b>Correspondent Name:</b>	MARIE-ALEXIS VALENTE
<b>Address Line 1:</b>	599 LEXINGTON AVENUE
<b>Address Line 2:</b>	SHEARMAN & STERLING LLP
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022
<b>ATTORNEY DOCKET NUMBER:</b>	37427/93
<b>NAME OF SUBMITTER:</b>	MARIE-ALEXIS VALENTE
<b>SIGNATURE:</b>	/MARIE-ALEXIS VALENTE/
<b>DATE SIGNED:</b>	02/23/2017
<b>Total Attachments: 5</b>	
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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “Agreement”), dated as of February 1, 2017, is made by Optiv Security Inc., a Delaware corporation (the “Grantor”), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain First Lien Credit Agreement, dated as of February 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Olive Holdings, Inc., a Delaware corporation (“Holdings”), Olive Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Holdings (“Merger Sub”), which, on the Closing Date, shall be merged with Optiv Inc. (the “Company” and, following the consummation of the Merger, the “Borrower”), the Company, the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and Jefferies Finance LLC, as administrative agent and collateral agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the First Lien Security Agreement, dated as of February 1, 2017 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”) among the Grantor, Holdings, the other grantors party thereto and the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the 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 the Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

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 Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the 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 Obligations.

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 Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security

Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of 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 Security 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 Security Agreement, the terms of the Security 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.

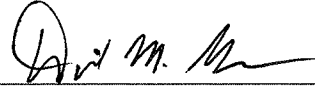
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

OPTIV SECURITY INC.

By:



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Name: David Roshak

Title: Treasurer

[Signature Page to Grant of Security Interest in Patent Rights (First Lien)]

**PATENT**  
**REEL: 041794 FRAME: 0465**

JEFFERIES FINANCE LLC,  
as the Agent

By:   
Name: Brian Buoye  
Title: Managing Director

**SCHEDULE A**

**U.S. Patent Registrations and Applications**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
Optiv Security Inc.		8744894	Method and System for Assessing, Managing, and Monitoring Information Technology Risk
Optiv Security Inc.	Patent Publication #20150066577		Method and System for Assessing, Managing, and Monitoring Information Technology Risk
Optiv Security Inc.	Patent Application # 14/282347 14271346		[Application Submitted] <sup>1</sup>

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<sup>1</sup> This Patent Application is unpublished and identifying information should not appear on any public filings.