

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302247

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACCUVANT MIDCO LLC		04/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
ACCUVANT FINANCE LLC		04/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
ACCUVANT FEDERAL SOLUTIONS INC.		04/22/2014	CORPORATION: MARYLAND
ACCUVANT, INC.		04/22/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Agent
Street Address:	3 Park Plaza, Suite 900
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4036823	ACCUVANT
Registration Number:	4036824	ACCUVANT
Registration Number:	3960004	SECURITY OBJECTS
Registration Number:	3764618	CIPHENT

CORRESPONDENCE DATA

Fax Number: 6173417701

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6173417729

Email: kschmidt@morganlewis.com

Correspondent Name: Katarzyna Schmidt

Address Line 1: 225 Franklin Street, 16th Floor

Address Line 2: c/o Morgan Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Katarzyna Schmidt

TRADEMARK

SIGNATURE:	/Katarzyna Schmidt/
DATE SIGNED:	04/22/2014
Total Attachments: 6 source=ABL Short Form Trademark Security Agreement - Execution Copy#page1.tif source=ABL Short Form Trademark Security Agreement - Execution Copy#page2.tif source=ABL Short Form Trademark Security Agreement - Execution Copy#page3.tif source=ABL Short Form Trademark Security Agreement - Execution Copy#page4.tif source=ABL Short Form Trademark Security Agreement - Execution Copy#page5.tif source=ABL Short Form Trademark Security Agreement - Execution Copy#page6.tif	

This TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of April 22, 2014 (this “**Agreement**”), is made by each of the entities identified as a “Grantor” on the signature pages hereof (each individually, a “Grantor” and collectively, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., as Agent (in such capacity, the “Agent”).

Reference is made to (a) the Intellectual Property Security Agreement dated as of April 22, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”), among ACCUVANT MIDCO LLC, a Delaware limited liability company (the “**Parent**”), ACCUVANT FINANCE LLC, a Delaware limited liability company (the “**Lead Borrower**”), the subsidiaries of the Lead Borrower from time to time party thereto and the Agent and (b) the Revolving Credit Agreement dated as of April 22, 2014 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Parent, the Lead Borrower, the subsidiaries of the Lead Borrower from time to time party thereto, the Agent and each lender from time to time party thereto (each individually, a “**Lender**” and collectively, the “**Lenders**”). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Lead Borrower, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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 Intellectual Property Security Agreement. The rules of construction specified in Section 1.01(b) of the Intellectual Property Security 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 Obligations, including the Guaranty, each Grantor, pursuant to the Intellectual Property Security Agreement, hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors or in which any Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by such Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

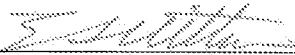
(b) all goodwill associated therewith or symbolized thereby,

provided that such Grantor does not grant to the Agent, its successors and assigns a security interest in, all right, title or interest in or to applications in the United States Patent and Trademark Office to register Trademarks on the basis of any Grantor's "intent-to-use" such Trademarks unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office with respect thereto.

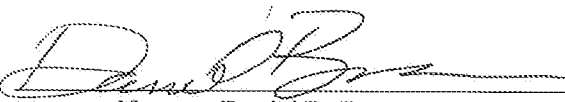
SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Intellectual Property Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Intellectual Property Security 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 Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

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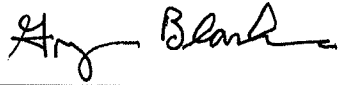
ACCUVANT FEDERAL SOLUTIONS INC.

By: 
Name: Edward S. Wittman
Title: President, Secretary and Treasurer

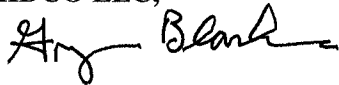
ACCUVANT, INC.

By: 
Name: Daniel D. Burns
Title: Chief Executive Officer

ACCUVANT FINANCE LLC,
as a Grantor

By: 
Name: Greg Blank
Title: Vice President

ACCUVANT MIDCO LLC,
as a Grantor

By: 
Name: Greg Blank
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Jeannette M. Belm
Title: Authorized Officer

TRADEMARKS

1. Registrant: Accuvant, Inc.
Registered in: United States Patent & Trademark Office
Registration No. 4,036,823
Registered October 11, 2011
Mark Registered:

ACCUVANT

2. Registrant: Accuvant, Inc.
Registered in: United States Patent & Trademark Office
Registration No. 4,036,824
Registered October 11, 2011
Mark Registered:

ACCUVANT

3. Registrant: Accuvant Federal Solutions Inc.
Registered in: United States Patent & Trademark Office
Registration No. 3,960,004
Registered May 10, 2011
Mark Registered:

Security Objects

4. Registrant: Accuvant Federal Solutions Inc.
Registered in: United States Patent & Trademark Office
Registration No. 3,764,618
Registered March 23, 2010
Mark Registered:

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