

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of security interest recorded at Reel/Frame 5449/0853

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		02/01/2017	Bank: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Optiv Security Inc. (f/k/a Fishnet Security, Inc.)
<b>Street Address:</b>	1125 17th Street
<b>Internal Address:</b>	Suite 1700
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80202-2032
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Optiv Federal Inc. (f/k/a Accuvant Federal Solutions Inc.)
<b>Street Address:</b>	1125 17th Street
<b>Internal Address:</b>	Suite 1700
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80202-2032
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4466480	THREATCOLLECTOR
<b>Registration Number:</b>	4480344	ISWAT
<b>Registration Number:</b>	4459079	CYBERBOT
<b>Registration Number:</b>	4664949	IAM5
<b>Registration Number:</b>	4456557	CLAB
<b>Registration Number:</b>	4399610	CARE
<b>Registration Number:</b>	4307964	THREATDETECT
<b>Registration Number:</b>	4356455	6LABS
<b>Registration Number:</b>	3219901	
<b>Registration Number:</b>	3764618	CIPHENT
<b>Registration Number:</b>	3960004	SECURITY OBJECTS

CH \$340.00 4466480

Property Type	Number	Word Mark
Registration Number:	4036823	ACCUVANT
Registration Number:	4036824	ACCUVANT

**CORRESPONDENCE DATA**

**Fax Number:** 3128622200

*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.*

**Phone:** 3128622000

**Email:** rob.soneson@kirkland.com

**Correspondent Name:** Rob Soneson

**Address Line 1:** 300 N LaSalle

**Address Line 2:** Kirkland & Ellis LLP

**Address Line 4:** Chicago, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	22024-148-RFS
<b>NAME OF SUBMITTER:</b>	Rob Soneson
<b>SIGNATURE:</b>	/rsoneson/
<b>DATE SIGNED:</b>	02/03/2017

**Total Attachments: 4**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS  
(FIRST LIEN)**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (First Lien) (this "Release"), dated as of February 1, 2017 (the "Effective Date"), is made by GOLDMAN SACHS BANK USA, in its capacity as the Collateral Agent (the "Agent"), in favor of the grantor parties identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of January 28, 2015, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a First Lien Trademark Security Agreement, dated as of January 28, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 30, 2015 at Reel/Frame 5449/0853;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its lien on and security interest in and to all of its right, title and interest in, to and under the registered Trademarks and Trademarks with respect to which applications for registration are pending listed on Schedule I attached hereto, together with the goodwill associated with such Trademarks (the "Trademark Collateral"), including its right, title and interest granted pursuant to the Trademark Security Agreement, and re-assigns, re-transfers and re-conveys all of its right, title and interest, if any, in and to the Trademark Collateral to the Grantor.

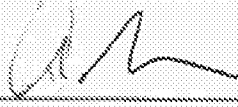
3. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office and any other applicable government officer record this Release.

4. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**GOLDMAN SACHS BANK USA, acting in its capacity as agent for the Lenders**

By:   
Name: \_\_\_\_\_  
Title: **Anisha Malhotra**  
**Authorized Signatory**


IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**GOLDMAN SACHS BANK USA, acting in its capacity as agent for the Lenders**

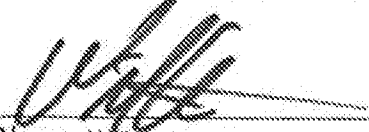
By: \_\_\_\_\_  
Name:  
Title:

**GRANTORS:**

**Optiv Security Inc. (successor in interest to Accuvant, Inc.)**

By:   
Name: Daniel Burns  
Title: President and CEO

**Optiv Federal Inc., f/k/a Accuvant Federal Solutions Inc.**

By:   
Name: William Croutch  
Title: Secretary




**Optiv Security Inc., f/k/a Fishnet Security, Inc.**

By:   
Name: Daniel Burns  
Title: President and CEO

Release of Security Interest in Trademarks (First Lien)

**TRADEMARK**  
**REEL: 005981 FRAME: 0715**

Schedule I

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Optiv Security Inc., formerly FishNet Security, Inc.	ThreatCollector	85968472	06/24/2013	4466480	01/14/2014
2.	Optiv Security Inc., formerly FishNet Security, Inc.	ISWAT	85941116	05/23/2013	4480344	02/11/2014
3.	Optiv Security Inc., formerly FishNet Security, Inc.	CyberBOT	85937152	05/20/2013	4459079	12/31/2013
4.	Optiv Security Inc., formerly FishNet Security, Inc.	IAM5	85937140	05/20/2013	4664949	12/30/2014
5.	Optiv Security Inc., formerly FishNet Security, Inc.	CLAB	85841848	02/06/2013	4456557	12/24/2013
6.	Optiv Security Inc., formerly FishNet Security, Inc.	CARE & Design 	85836559	01/30/2013	4399610	09/10/2013
7.	Optiv Security Inc., formerly FishNet Security, Inc.	THREATDETECT	85602313	04/19/2012	4307964	03/26/2013
8.	Optiv Security Inc., formerly FishNet Security, Inc.	THREATPROTECT	85602291	04/19/2012	4307963	03/26/2013
9.	Optiv Security Inc., formerly FishNet Security, Inc.	6LABS	85602272	04/19/2012	4356455	06/25/2013
10.	Optiv Security Inc., formerly FishNet Security, Inc.	Design 	78857610	04/10/2006	3219901	03/20/2007
11.	Optiv Federal Inc., formerly Accuvant Federal Solutions, Inc.	Ciphent	77605993	11/03/2008	3764618	03/23/2010
12.	Optiv Federal Inc., formerly Accuvant Federal Solutions, Inc.	Security Objects	77812229	08/25/2009	3960004	05/10/2011
13.	Optiv Security Inc., formerly FishNet Security, Inc.	ACCUVANT	77945928	02/26/2010	4036823	10/11/2011
14.	Optiv Security Inc., formerly FishNet Security, Inc.	ACCUVANT & Design 	77945935	02/26/2010	4036824	10/11/2011