

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678467

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Riskalyze, Inc.		09/27/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPS Investment Partners, LLC		
<b>Street Address:</b>	40 West 57th Street		
<b>Internal Address:</b>	33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4803071	RISKALYZE	
<b>Registration Number:</b>	5872658	RISKALYZE GPA	
<b>Registration Number:</b>	4912203	RISK NUMBER	
<b>Registration Number:</b>	5889356	AUTOPILOT TRADING	
<b>Registration Number:</b>	6408080	ONE-CLICK FIDUCIARY	
<b>Registration Number:</b>	5836604	COMPLIANCE CLOUD	
<b>Serial Number:</b>	90432079	RISKALYZE TRADING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	2129061216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	050485-0190		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		

CH \$190.00 4803071

<b>SIGNATURE:</b>	/s/ Angela M. Amaru
<b>DATE SIGNED:</b>	10/01/2021
<b>Total Attachments: 5</b> source=Project Riley - Trademark Security Agreement Executed (126597860.1)#page1.tif source=Project Riley - Trademark Security Agreement Executed (126597860.1)#page2.tif source=Project Riley - Trademark Security Agreement Executed (126597860.1)#page3.tif source=Project Riley - Trademark Security Agreement Executed (126597860.1)#page4.tif source=Project Riley - Trademark Security Agreement Executed (126597860.1)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**, dated as of September 27, 2021 (this “Agreement”), among RISKALYZE, INC., a Delaware corporation (the “Grantor”), and HPS INVESTMENT PARTNERS, LLC, as collateral agent (in such capacity, and together with its successors and permitted assigns in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of September 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among RILEY MERGECO LLC, a Delaware limited liability company (the “Initial Borrower”), as the Initial Borrower, RILEY PLEDGECO LLC, a Delaware limited liability company (“Holdings”), as Holdings and as a Guarantor, the other GUARANTORS from time to time party thereto, the Lenders and Issuing Banks from time to time party thereto and HPS INVESTMENT PARTNERS, LLC, as Administrative Agent and as Collateral Agent, and (b) the Collateral Agreement, dated of September 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the INITIAL BORROWER and HOLDINGS, as grantors, the other grantors from time to time party thereto (including the Grantor) and the COLLATERAL AGENT. The Lenders and the Issuing Bank have agreed to extend credit to the Initial Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral 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 Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”); provided, that notwithstanding the foregoing or anything to the contrary set forth in Schedule I attached hereto, the Security Interest shall not attach to, and the “Trademark Collateral” shall not include, any Excluded Property. This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Date of Full Satisfaction, the Security Interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor (or its designee) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement, and, at the Grantor's expense, all other documents that the Grantor shall reasonably request to evidence such termination or release so long as the Grantor shall have provided the Collateral Agent such certifications or documents as the Collateral Agent shall reasonably request in order to demonstrate compliance with Section 9.10 of the Credit Agreement.

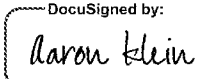
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**RISKALYZE, INC.**, as Grantor

By  DocuSigned by:  
Name: Aaron Klein  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**HPS INVESTMENT PARTNERS, LLC,  
as Collateral Agent**

By   
Name: Robert Kostow  
Title: Managing Director

**Schedule I  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Serial No.	Filing Date	Registration (Application) No.	Registration (Application) Date	Owner
Riskalyze & Design	86496821	January 6, 2015	4803071	September 1, 2015	Riskalyze, Inc.
Riskalyze GPA	88345332	March 18, 2019	5872658	October 1, 2019	Riskalyze, Inc.
Risk Number	86496455	January 6, 2015	4912203	March 8, 2016	Riskalyze, Inc.
Autopilot Trading	88334566	March 11, 2019	5889356	October 22, 2019	Riskalyze, Inc.
Riskalyze Trading	90432079	December 30, 2020	(90432079)	(December 30, 2020)	Riskalyze, Inc.
One-Click Fiduciary	90239783	October 7, 2020	6408080	July 6, 2021	Riskalyze, Inc. <sup>1</sup>
Compliance Cloud	88335051	March 11, 2019	5836604	August 13, 2019	Riskalyze, Inc.

<sup>1</sup>Currently registered in the name of Riskalyze Advisors, LLC. In process of transferring the registration to Riskalyze, Inc.