

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI135542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rimkus Consulting Group, Inc.		04/01/2024	Corporation: TEXAS
RCG Acquisition AEC, LLC		04/01/2024	Limited Liability Company: TEXAS
Core Human Factors, Inc.		04/01/2024	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Company Name:	Antares Capital LP, as the Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	86207298	THE CONSULTING EXPERT	
Serial Number:	85041321	R	
Serial Number:	78228966	RIMKUS CONSULTING GROUP, INC.	
Serial Number:	78229019	RIMKUS.COM	
Serial Number:	97093106	R	
Serial Number:	88488072	CORE	
Serial Number:	88488129	CORE	
Serial Number:	86948082	CORE HUMAN FACTORS	
Serial Number:	86948481	CORE HUMAN FACTORS	
Serial Number:	86935350	EXPERTS YOU NEED. DEPENDABILITY YOU WANT.	
Serial Number:	86676008	RESTORING THE PAST - ENGINEERING THE FUTURE	
Serial Number:	86676092	DELTA ENGINEERING	
Serial Number:	86676145	DELTA ENGINEERING	
Serial Number:	97804348	CONSULTANTS EXPERTS INNOVATORS	
Serial Number:	97804081	RIMKUS	
Serial Number:	97803687	R	
Serial Number:	97803979	R RIMKUS	

CH \$540.00.00 86207298

Property Type	Number	Word Mark
Serial Number:	97804170	WEATHERPATH
Serial Number:	97803878	WEATHER PATH A RIMKUS TECHNOLOGY
Serial Number:	97804265	WEATHER PATH
Serial Number:	97804049	R RIMKUS

CORRESPONDENCE DATA

Fax Number:

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: (213)620-7848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1182293-0053-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	Justine Lu
DATE SIGNED:	04/01/2024

Total Attachments: 5
source=Penta - Trademark Security Agreement [Executed]#page1.tif
source=Penta - Trademark Security Agreement [Executed]#page2.tif
source=Penta - Trademark Security Agreement [Executed]#page3.tif
source=Penta - Trademark Security Agreement [Executed]#page4.tif
source=Penta - Trademark Security Agreement [Executed]#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of April 1, 2024 (this “Trademark Security Agreement”), is made by Rimkus Consulting Group, Inc., a Texas corporation, Core Human Factors, Inc., a Pennsylvania corporation, and RCG Acquisition AEC, LLC, a Texas limited liability company (each a “Pledgor” and collectively, the “Pledgors”), in favor of Antares Capital LP, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of April 1, 2024 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among Penta Finance Merger Sub, Inc., a Delaware corporation (the “Initial Borrower”), Rimkus Consulting Group, Inc., a Texas corporation (“Borrower” and, together with each Additional Borrower from time to time party hereto, collectively, the “Borrowers” and each, individually, a “Borrower”), and RCG Intermediate LLC, a Delaware limited liability company (“Holdings”), the other Credit Parties from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following to the extent constituting Pledged Collateral, and in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

(a) all United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto, and (iv) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof or unfair competition therewith; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

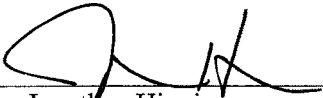
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

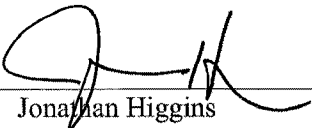
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

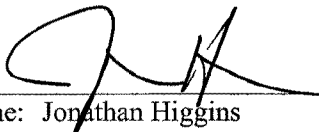
RIMKUS CONSULTING GROUP, INC.,
a Texas corporation

By: 
Name: Jonathan Higgins
Title: President

RCG ACQUISITION AEC, LLC,
a Texas limited liability company

By: 
Name: Jonathan Higgins
Title: President


CORE HUMAN FACTORS, INC.,
a Pennsylvania corporation

By: 
Name: Jonathan Higgins
Title: President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By:  _____

Name: Brendan Condron

Title: Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
RIMKUS CONSULTING GROUP, INC.	THE CONSULTING EXPERT	86207298
RIMKUS CONSULTING GROUP, INC.	R	85041321
RIMKUS CONSULTING GROUP, INC.	RIMKUS CONSULTING GROUP, INC.	78228966
RIMKUS CONSULTING GROUP, INC.	RIMKUS.COM	78229019
RIMKUS CONSULTING GROUP, INC.	R	97093106
CORE HUMAN FACTORS, INC.	CORE	88488072
CORE HUMAN FACTORS, INC.	CORE	88488129
CORE HUMAN FACTORS, INC.	CORE HUMAN FACTORS	86948082
CORE HUMAN FACTORS, INC.	CORE HUMAN FACTORS	86948481
RIMKUS CONSULTING GROUP, INC.	EXPERTS YOU NEED. DEPENDABILITY YOU WANT.	86935350
RCG ACQUISITION AEC, LLC	RESTORING THE PAST ENGINEERING THE FUTURE	86676008
RCG ACQUISITION AEC, LLC	DELTA ENGINEERING	86676092
RCG ACQUISITION AEC, LLC	DELTA ENGINEERING	86676145

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
RIMKUS CONSULTING GROUP, INC.	CONSULTANTS EXPERTS INNOVATORS	97804348
RIMKUS CONSULTING GROUP, INC.	RIMKUS	97804081
RIMKUS CONSULTING GROUP, INC.	R	97803687
RIMKUS CONSULTING GROUP, INC.	R RIMKUS	97803979
RIMKUS CONSULTING GROUP, INC.	WEATHERPATH	97804170
RIMKUS CONSULTING GROUP, INC.	WEATHER PATH a rimkus technology	97803878
RIMKUS CONSULTING GROUP, INC.	WEATHER PATH	97804265
RIMKUS CONSULTING GROUP, INC.	R RIMKUS	97804049