

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

6737-97

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

North American Communications
Resource, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: MN
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) May 31, 2007

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Madison Capital Funding LLC, as
Internal _____ agent

Address: _____

Street Address: 30 S. Wacker Dr.

City: Chicago

State: IL

Country: USA Zip: 60606

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC Citizenship _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

Laura Konrath

Name of Person Signing

Total number of pages including cover
sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

CH \$90.00 232428 76672322

700334326

TRADEMARK
REEL: 003584 FRAME: 0405

Continuation item 1

Combest, Inc. a Georgia Corporation

SI IT Solutions Inc. an Idaho Corporation

Holdings Corp. a Delaware Corporation

Converge One

TRADEMARK

REEL: 003584 FRAME: 0406

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

NACR

(1)

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
THE PEOPLE WHO KNOW COMMUNICATIONS	2,942,665	April 19, 2005

TRADEMARK APPLICATIONS

BORROWER

(2)
(3)

<u>Trademark</u>	<u>Application No.</u>	<u>Date Filed</u>
CONVERGEONE	76-672,322	February 7, 2007
CONVERGE-ONE	76-672,321	February 7, 2007

SI

Application for Registration of Trademark-Service Mark Collective or Certification Mark in the State of Idaho for the registration of "ITSOLUTIONS" written in yellow, white and black capital letters.

- Record Owner: SourceOne
- Jurisdiction: State of Idaho

TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, North American Communications Resource, Inc., a Minnesota corporation ("NACR"), Combest, Inc., a Georgia corporation ("Combest"), S1 IT Solutions, Inc., an Idaho corporation ("S1"), and ConvergeOne Holdings Corp., a Delaware corporation ("Borrower") (each of the foregoing, a "Grantor" and, collectively, "Grantors"), owns the Trademarks listed on Schedule 1 annexed hereto and/or is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of May 31, 2007 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among C-1 Acquisition Corporation (to be merged on the Closing Date into ConvergeOne Holdings Corp.), C-1 Holdings, LLC, Grantors, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of May 31, 2007 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantors, the other grantor party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantors have granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantors, including all right, title and interest of Grantors in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Trademark (as defined in the Collateral Agreement) owned by any Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License (as defined in the Collateral Agreement) to which any Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark licensed pursuant thereto, but excluding any Trademark License that contains a term or is subject to a rule of law, statute or regulation

that restricts, prohibits, or requires a consent (that has not been obtained) of a Person (as defined in the Collateral Agreement) (other than such Grantor) to, the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including, without limitation, pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code); provided that any Trademark License that at any time ceases to satisfy the foregoing criteria (whether as a result of the applicable Grantor obtaining any necessary consent, any change in any rule of law, statute or registration or otherwise), shall no longer be excluded; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by any Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by such Grantor, including, without limitation, any Trademark listed on Schedule 1 hereto, or licensed by such Grantor under any Trademark License, including, without limitation, any Trademark License listed on Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

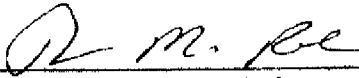
Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of such Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

**NORTH AMERICAN COMMUNICATIONS
RESOURCE, INC.**

By: 
Name: Thomas M. Roles
Title: President and Secretary

COMBEST, INC.

By: _____
Name: Louis Berezovsky
Title: Chief Financial Officer and
Assistant Secretary

S1 IT SOLUTIONS, INC.

By: _____
Name: Steven W. Sells
Title: President, Secretary and Treasurer

CONVERGEONE HOLDINGS CORP.

By: _____
Name: John E. Stuart
Title: President, Treasurer, and Secretary

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: _____
Name:
Title:

Signature Page to Trademark Security Agreement

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**TRADEMARK
REEL: 003584 FRAME: 0411**

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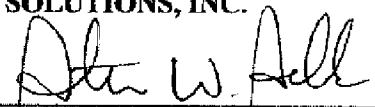
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By: _____
Name:
Title:

CONVERGEONE HOLDINGS CORP.

By: _____
Name:
Title:

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: 
Name: Trevor J. Clark
Title: Managing Director

SCHEDULE 1
to
Trademark Security Agreement

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<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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TRADEMARK LICENSES

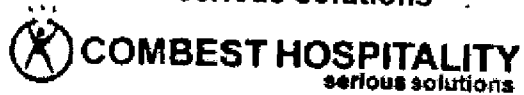
None.

UNREGISTERED MARKS

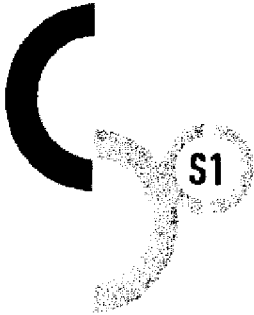
NACR



COMBEST



S1



ITSOLUTIONS

