

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	BlueWater Communications Group LLC		02/29/2012
	Entity Type		
	LIMITED LIABILITY COMPANY: NEW YORK		
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	1600 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3404262	BLUEWATER COMMUNICATIONS GROUP
CORRESPONDENCE DATA			
Fax Number: (215)864-8999			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone: (215) 864-8118			
Email: perelman@ballardspahr.com,larsont@ballardspahr.com,camposcruzl@ballardspahr.com,phila_tmddocketing@ballardspahr.com			
Correspondent Name: Richard S. Perelman			
Address Line 1: 1735 Market Street, 51st Floor			
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599			
ATTORNEY DOCKET NUMBER:	00121820		
NAME OF SUBMITTER:	Troy E. Larson		
Signature:	/Troy E. Larson/		
Date:	03/29/2012		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of February 29, 2012 (this "Agreement"), between BlueWater Communications Group LLC (the "Grantor") and PNC Bank, National Association ("PNC"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of March 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Presidio IS Corp ("Holdings") Presidio, Inc. (the "Company"), the other Borrowers from time to time party thereto, the Lenders from time to time party thereto and PNC, as Administrative Agent and Issuing Bank, and (b) the Guarantee and Collateral Agreement dated as of March 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Company, the other Subsidiaries of Holdings from time to time party thereto and PNC, as Administrative Agent. The Lenders and the Issuing Bank have extended, and have agreed to extend, credit to the Borrowers on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is a Borrower, will derive substantial benefits from the extension of credit to the Borrowers under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

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, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles 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;

(b) all goodwill associated therewith or symbolized thereby;

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill; and

(d) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation 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 of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. 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 counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

BLUEWATER COMMUNICATIONS GROUP LLC

By



Name: Paul D. Fletcher
Title: Executive Vice President - Finance
and Treasurer

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By

Name:
Title:

DMEAST #14649482

TRADEMARK
REEL: 004748 FRAME: 0666

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

BLUEWATER COMMUNICATIONS GROUP LLC

By

Name:

Title:

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By



Name: John T. Wilken

Title: Senior Vice President

SCHEDULE I

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BlueWater Communications Group LLC	BlueWater Communications Group	Reg. No. 3,404,262 (US PTO)	April 1, 2008

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Filing Date</u>
N/A			

Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
N/A				