



**SCHEDULE A**  
**TO**  
**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

**Marks**

	<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registered Owner</b>
1	Convergint Technologies	76308045	2578517	Convergint Technologies LLC
2	CONVERGINT	76287418	2602791	Convergint Technologies LLC
3	iCare	77895343	4053545	Convergint Technologies LLC
4	iCare	77895344	4053546	Convergint Technologies LLC
5	SERVICE EXCELLENCE, IT'S IN OUR DNA	77895345	4053547	Convergint Technologies LLC
6	ICARE	85285607	4059518	Convergint Technologies LLC
7	ICARE	85285621	4059519	Convergint Technologies LLC
8	CONVERGINT	85285637	4048835	Convergint Technologies LLC
9	CONVERGINT TECHNOLOGIES	85285631	4066462	Convergint Technologies LLC
10	SERVICE EXCELLENCE, IT'S IN OUR DNA	85285594	4163264	Convergint Technologies LLC
11	MAKING A DAILY DIFFERENCE	85598204	Application No. 85/598,2004	Convergint Technologies LLC

## GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 26, 2012, by CONVERGINT TECHNOLOGIES LLC a Delaware limited liability company ("Grantor"), in favor of ALLY COMMERCIAL FINANCE LLC, a Delaware limited liability company, as administrative agent ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Grantor and the other Loan Parties; and

WHEREAS, as security for the Loan Parties' obligations under the Loan Agreement, pursuant to the terms of the Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing first priority security interest in, lien on, and right of set-off against all Trademarks (as defined in the Loan Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter arising right, title and interest in and to all registered Trademarks referred to on Schedule A hereto (the "Registered Trademarks").

3. **LOAN AGREEMENT.** The security interests granted pursuant hereto are one and the same as those granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Registered Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. **COUNTERPARTS.** This Grant of Security Interest in Trademarks may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

5. **APPLICABLE LAW.** This Grant of Security Interest in Trademarks shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to principles of conflicts of law).

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CONVERGINT TECHNOLOGIES LLC**

By:   
Name: Walter W. Winkel III  
Title: Vice President, Secretary, Chief Financial Officer and General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

**ALLY COMMERCIAL FINANCE LLC,**  
as Agent

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

Grant of Security Interest in  
Trademarks

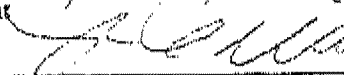
IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONVERGINT TECHNOLOGIES LLC

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

ACCEPTED AND ACKNOWLEDGED BY:

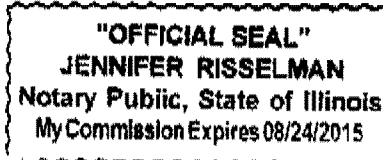
ALLY COMMERCIAL FINANCE LLC,  
as Agent

By:   
Name: CHRISTOPHER GRUBBS  
Title: MANAGING DIRECTOR

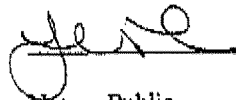
Grant of Security Interest in  
Trademarks

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF COOK )



On this \_\_\_\_ day of September, 2012, before me personally came Walter W. Winkel III, to me known, who being duly sworn, did depose and say, that s/he is the Vice President, Secretary, Chief Financial Officer and General Counsel of Convergent Technologies LLC, the entity described in and which executed the foregoing instrument.

  
\_\_\_\_\_  
Notary Public

Grant of Security Interest in  
Trademarks

Schedule A

Marks

	Mark	Serial No.	Registration No.	Registered Owner
1	Convergint Technologies	76308045	2578517	Convergint Technologies LLC
2	CONVERGINT	76287418	2602791	Convergint Technologies LLC
3	iCare	77895343	4053545	Convergint Technologies LLC
4	iCare	77895344	4053546	Convergint Technologies LLC
5	SERVICE EXCELLENCE, IT'S IN OUR DNA	77895345	4053547	Convergint Technologies LLC
6	ICARE	85285607	4059518	Convergint Technologies LLC
7	ICARE	85285621	4059519	Convergint Technologies LLC
8	CONVERGINT	85285637	4048835	Convergint Technologies LLC
9	CONVERGINT TECHNOLOGIES	85285631	4066462	Convergint Technologies LLC
10	SERVICE EXCELLENCE, IT'S IN OUR DNA	85285594	4163264	Convergint Technologies LLC
11	MAKING A DAILY DIFFERENCE	85598204	Application No. 85/598,2004	Convergint Technologies LLC