orm PTO-1594 (Rev. 06/04) MB Collection 0651-0027 (ex.p. 6/30/	2005	U,S. DEPARTMENT United States Patent and	Trademark Off
Handridge of the state of the s	RECORDATION	FORM COVER SHEET	44,
	IKAUEN	MARKS ONLY lease record the attached documents or the new address(e	es) below
To the director of the U.S. I. Name of conveying party	s. Patent and Trademark Unice: r	2. Name and address of receiving party(ies)	
	Technologies LLC	Additional names, addresses, or citizenship attached?	□ Yes ⊠ No
		Name: Ally Commercial Finance LLC, as administrative	
		Internal Address:	
☐ Individual(s) ☐General Partnership	☐Association ☐Limited Partnership	Street Address: 1185 Avenue of the Americas, 2 nd Flor	<u>or</u>
Corporation-State		City: New York	<i>t</i> "
Other: limited liability comp	<u>pany</u>	State: New York	
Citizenship (see guidelines) [Delaware	Country:USA Zip: 10036	
Execution Date(s) <u>9/26/2012</u>			
Idditional names of conveying	ng parties attached? □Yes ☒ No	Association Citizenship	g:
. Nature of conveyance:		General Partnership Citizenship	
Assignment	☐ Merger	Limited Partnership Citizenship	
Security Agreement	Change of Name	☐ Corporation Citizenship	
☑ Other <u>Grant of Security In</u>	•	☐ Other limited ☐ Citizenship Delawa If assignee is not domissied in the United States, a dor representative designation is attached. ☐ Yes ☐ No (Designations must be a separate document from ass	mestic
<mark>4. Application number(s) o</mark> A. Trademark Application No ANNEXED HERETO		entification or description of the Trademark. B. Trademark Registration No.(s) SEE SCHEDULE ANNEXED HERETO	
	aping gards para datas datas maka maka maka maka maka kaka kaka maka datas		X Yes 🔲
<u>SEE SCHEDULE A ANNEXE</u>	ED HERETO	e If Application or Registration Number is unknown)	
5. Name address of party to concerning document sho Name: <u>Susan O'Brien</u>	o whom correspondence uld be mailed:	6. Total number of applications and registrations involved:	11
nternal Address: <u>CT Lien Sc</u>	plutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$290.00 Authorized to be charged by credit card	
Street Address: <u>187 Wolf Ro</u>	ad - Suite 101	Authorized to be charged to deposit account	
City: <u>Albany</u>		☐ Enclosed	
State: <u>New York</u>	Zlp: 12205	8. Payment Information:	110
Phone Number: <u>800-342-36</u>		a. Credit Card Last 4 Numbers 14	といり
Fax Number: <u>800-962-7049</u>		b. Deposit Account Number	-11.7
Email Address: <u>cls-udsalban</u>	y@wolters rtuwer.com	Authorized User Name:	
9. Signature:	Alfric	10/9/	12
	Signature Ikhwan A. Rafeek Name of Person Signing	Total number of pages inclu- sheet, attachments, and doc	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or malled to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

TO

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

<u>Marks</u>

	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

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]

2224954.3

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: Walter W Win

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

Ву:	
Name:	21-W17
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:	LLL-LE-PRING STREET	
Name:		
Title:		

ACCEPTED AND ACKNOWLEDGED BY:

ALLY COMMERCIAL FINANCE LLC,

as Accut

By:

Name: GEORGE GRACES
Title: Algebrasia Di Karasak

Grant of Security Interest in Trademarks

ACKNOWLEDGMENT OF GRANTOR

STATE OF <u>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</u>	"OFFICIAL SEAL" JENNIFER RISSELMAN Notary Public, State of Illinois
COUNTY OF SUSSEEN	My Commission Expires 08/24/2015
On this day of Sentember	2012 before me personally came Walter W. Winkel

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 Convergint Technologies LLC, the entity described in and which executed the foregoing instrument.

Motary Public

Grant of Security Interest in Trademarks

Schedule A

<u>Marks</u>

	Mark	Serial No.	Registration No.	Registered Owner
 l	Convergint Technologies	76308045	2578517	Convergint Technologies LLC
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3	iCare	77895343	4053545	Convergint Technologies LLC
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11	MAKING A DAILY DIFFERENCE	85598204	Application No. 85/598,2004	Convergint Technologies LLC

2224954.3 A-1

RECORDED: 10/09/2012