

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307986

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARKS AT REEL 5024 FRAME 0627		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT		06/17/2014	CHARTERED BANK: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NORTH AMERICAN COMMUNICATIONS RESOURCE, INC.		
<b>Street Address:</b>	3344 Hwy 149		
<b>City:</b>	EAGAN		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55121		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3373445	PERFORMANCE READINESS CENTER	
<b>Registration Number:</b>	2942665	THE PEOPLE WHO KNOW COMMUNICATIONS	
<b>Serial Number:</b>	85614929	NACR OVATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<i>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.</i>			
<b>Email:</b>	IPDOCKET@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	038263-0330		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>SIGNATURE:</b>	/KJA/		
<b>DATE SIGNED:</b>	06/18/2014		
<b>Total Attachments: 5</b>			
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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 17, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Release"), is made by Goldman Sachs Bank USA, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent"), in favor of ConvergeOne Holdings Corp., S1 IT Solutions, Inc., and North American Communications Resource, Inc. (collectively, the "Grantors"). Unless otherwise defined herein, terms defined in the Pledge and Security Agreement (as defined below) and used herein have the meaning given to them in the Pledge and Security Agreement.

WHEREAS, the Grantors are party to a Pledge and Security Agreement, dated as of May 8, 2013 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and were required to execute and deliver the Trademark Security Agreement (as defined below);

WHEREAS, reference is made to a Trademark Security Agreement, dated as of May 8, 2013 (the "Trademark Security Agreement") between each of the Grantors and the Collateral Agent, pursuant to which each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether then owned or existing or thereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

all United States and foreign trademarks and trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by and of the foregoing, (iv) the right to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, 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 (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 9, 2013, at Reel 5024/Frame 0627; and

WHEREAS, the Collateral Agent has agreed to terminate, discharge and release its grant, security interest in, and lien on the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Collateral Agent hereby terminates, discharges and releases the Trademark Security Agreement, and hereby terminates, cancels and releases any and all grants, security interests, and liens that it has in, to and under the Trademark Collateral of the Grantors.

2. Authorization to Record. The Collateral Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.

3. Further Assurances. The Collateral Agent shall take all further actions, and provide to the Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release, all at the sole expense of the Grantors.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

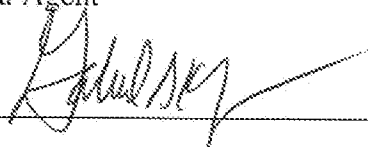
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered as of the date first set forth above.

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Gabriel Jacobson', written over a horizontal line.

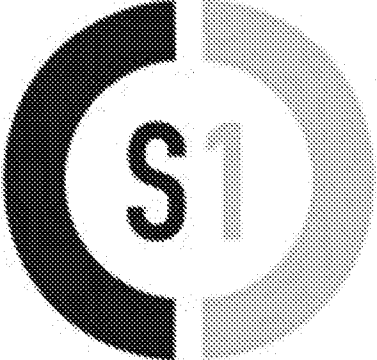
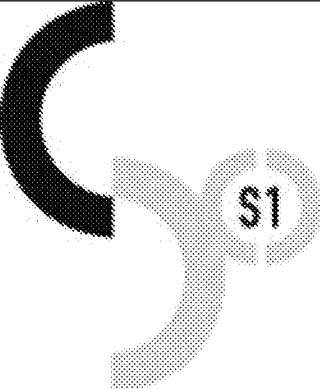
Gabriel Jacobson  
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK RELEASE]

**TRADEMARK**  
**REEL: 005304 FRAME: 0831**

**Schedule A**  
to  
**RELEASE OF SECURITY INTEREST IN PATENTS**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**S1 IT Solutions, Inc.**

Mark	Application No.	Filing Date	Registration No.	Registration Date
 C C S1 (Word and Design)	77495952	06/11/08	3735741	01/12/10
 SO S1 (Word and Design)	77136202	03/21/07	3468906	07/15/08
S1	N/A	N/A	19078 (Idaho)	03/16/07
ITSOLUTIONS	N/A	N/A	19079 (Idaho)	03/16/07

**ConvergeOne Holdings Corp.**

Mark	Application No.	Filing Date	Registration No.	Registration Date
<b>CONVERGE-ONE</b> (Block Letters)	76672322	02/07/07	3925749	03/01/11

**North American Communications Resource, Inc.**

Mark	Application No.	Filing Date	Registration No.	Registration Date
<b>PERFORMANCE READINESS CENTER</b> (Block Letters)	76656082	03/02/06	3373445	01/22/08
THE PEOPLE WHO KNOW COMMUNICATIONS (Word Only)	76504164	04/04/03	2942665	04/19/05
<b>NACR OVATION</b> (Block Letters)	85614929	05/02/12	N/A	N/A
NACR, INC.	N/A	N/A	16294400 (North Dakota)	09/29/00