

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308722

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
S1 IT SOLUTIONS, INC.		06/17/2014	CORPORATION: IDAHO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AND COLLATERAL AGENT		
<b>Street Address:</b>	ELEVEN MADISON AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3735741	C C S1	
<b>Registration Number:</b>	3468906	SO S1	
<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, KRISTIN.AZCONA@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>	06/25/2014		
<b>Total Attachments: 7</b>			
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**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of June 17, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantors are party to a First Lien Security Agreement, dated as of June 17, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors, 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 are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

**SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST**

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, 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 (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any

unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

*provided* that, notwithstanding anything to the contrary in this Trademark Security Agreement, (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any Excluded Assets, and (ii) the Trademark Collateral (and any defined term therein) shall not include any Excluded Assets.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Aggregate Commitments, the payment in full of all Secured Obligations (other than contingent obligations as to which no claim has been asserted) and the expiration or termination of all Letters of Credit (other than Letters of Credit in which the Outstanding Amount of the L/C Obligations related thereto have been Cash Collateralized, back-stopped by a letter of credit reasonably satisfactory to the applicable L/C Issuer or deemed reissued under another agreement, in each case, reasonably acceptable to the applicable L/C Issuer).

### **SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK,

WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

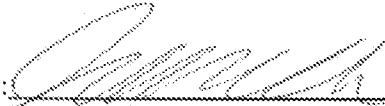
## **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

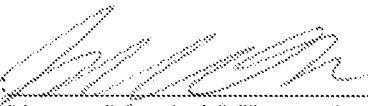
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SI IT SOLUTIONS, INC.**

By:   
Name: John A. McKenna, Jr.  
Title: Vice President

**CONVERGEONE HOLDINGS CORP.**


By:   
Name: John A. McKenna, Jr.  
Title: President and Chief Executive Officer

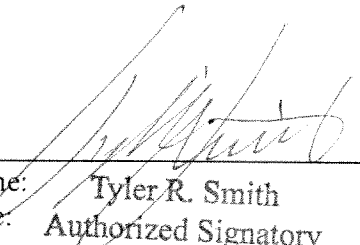
**NORTH AMERICAN  
COMMUNICATIONS RESOURCE, INC.**

By:   
Name: John A. McKenna, Jr.  
Title: Vice President

*[Signature Page to First Lien Trademark Security Agreement]*

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,**  
as Administrative Agent and Collateral Agent

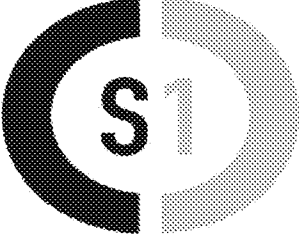
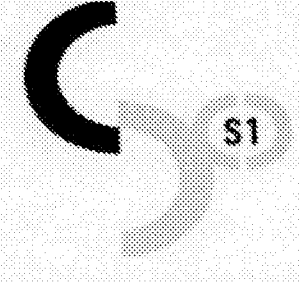
By:   
Name: \_\_\_\_\_  
Title: **BILL O'DALY  
AUTHORIZED SIGNATORY**

By:   
Name: \_\_\_\_\_  
Title: **Tyler R. Smith  
Authorized Signatory**

*[Signature Page to First Lien Trademark Security Agreement]*

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Grantor	Mark	Serial No.	Filing Date	Registration No.	Registration Date
S1 IT Solutions, Inc.	 C C S1 (Word and Design)	77495952	06/11/08	3735741	01/12/10
S1 IT Solutions, Inc.	 SO S1 (Word and Design)	77136202	03/21/07	3468906	07/15/08
ConvergeOne Holdings Corp.	CONVERGE-ONE (Block Letters)	76672322	02/7/07	3925749	03/01/11
North American Communications Resource, Inc.	PERFORMANCE READINESS CENTER (Block Letters)	76656082	03/02/06	3373445	01/22/08
North American Communications Resource, Inc.	THE PEOPLE WHO KNOW COMMUNICATIONS (Word Only)	76504164	04/04/03	2942665	04/19/05
North American Communications Resource, Inc.	NACR OVATION (Block Letters)	85979410	05/02/12	4389685	09/04/13
North American Communications Resource, Inc.	NACR OVATION	85614929	05/02/12	Pending	Pending



S1 IT Solutions, Inc.	S1	N/A	N/A	19078 (Idaho)	03/16/07
S1 IT Solutions, Inc.	ITSOLUTIONS	N/A	N/A	19079 (Idaho)	03/16/07
North American Communications Resource, Inc.	NACR, INC.	N/A	N/A	16294400 (North Dakota)	09/29/00

**International Trademark Applications:**

<u>Grantor</u>	<u>Title</u>	<u>Status</u>	<u>Application/Registration No.</u>
North American Communications Resource, Inc.	NACR OVATION	Pending	162815300
North American Communications Resource, Inc.	NACR OVATION	Unpublished Application (Pending)	85614929

*[Signature Page to First Lien Trademark Security Agreement]*