

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Convergint Technologies LLC		12/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital, Ltd., as Administrative Agent		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4048835	CONVERGINT	
Registration Number:	2602791	CONVERGINT	
Registration Number:	4066462	CONVERGINT TECHNOLOGIES	
Registration Number:	2578517	CONVERGINT TECHNOLOGIES	
Registration Number:	4053545	ICARE	
Registration Number:	4059519	ICARE	
Registration Number:	4059518	ICARE	
Registration Number:	4053546	ICARE	
Registration Number:	4245938	MAKING A DAILY DIFFERENCE	
Registration Number:	4053547	SERVICE EXCELLENCE, IT'S IN OUR DNA	
Registration Number:	4163264	SERVICE EXCELLENCE, IT'S IN OUR DNA	
Serial Number:	85285637	CONVERGINT	
Serial Number:	76287418	CONVERGINT	
Serial Number:	85285631	CONVERGINT TECHNOLOGIES	
Serial Number:	76308045	CONVERGINT TECHNOLOGIES	
Serial Number:	77895343	ICARE	
Serial Number:	85285621	ICARE	
Serial Number:	85285607	ICARE	
Serial Number:	77895344	ICARE	
TRADEMARK			

CH \$565.00 4048835

Property Type	Number	Word Mark
Serial Number:	85598204	MAKING A DAILY DIFFERENCE
Serial Number:	77895345	SERVICE EXCELLENCE, IT'S IN OUR DNA
Serial Number:	85285594	SERVICE EXCELLENCE, IT'S IN OUR DNA

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 312.577.8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: Humberto Aquino c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	384287-00011
NAME OF SUBMITTER:	Humberto Aquino
SIGNATURE:	/Humberto Aquino/
DATE SIGNED:	12/30/2014

Total Attachments: 8

- source=Grant of Security Interest in Trademarks (Convergint Technologies LLC) American Capital, LTD. (Executed)#page1.tif
- source=Grant of Security Interest in Trademarks (Convergint Technologies LLC) American Capital, LTD. (Executed)#page2.tif
- source=Grant of Security Interest in Trademarks (Convergint Technologies LLC) American Capital, LTD. (Executed)#page3.tif
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- source=Grant of Security Interest in Trademarks (Convergint Technologies LLC) American Capital, LTD. (Executed)#page6.tif
- source=Grant of Security Interest in Trademarks (Convergint Technologies LLC) American Capital, LTD. (Executed)#page7.tif
- source=Grant of Security Interest in Trademarks (Convergint Technologies LLC) American Capital, LTD. (Executed)#page8.tif

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 18, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN ALLY BANK, AS THE FIRST LIEN AGENT AND AMERICAN CAPITAL, LTD. AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN), dated as of December 18, 2014, by CONVERGINT TECHNOLOGIES LLC a Delaware limited liability company ("Grantor"), in favor of AMERICAN CAPITAL, LTD., a Delaware corporation, as administrative agent ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien 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 "Second Lien 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 Second Lien Loan Agreement, pursuant to the terms of the Second Lien Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined in the Second Lien 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 Second Lien Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing 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. **SECOND LIEN 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 Second Lien 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 Second Lien 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

Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005432 FRAME: 0456

ACCEPTED AND ACKNOWLEDGED BY:

AMERICAN CAPITAL, LTD.,
as Agent

By: 

Name: Ryan S. Brauns

Title: Managing Director & Senior Vice President

Grant of Security Interests in Trademarks

TRADEMARK
REEL: 005432 FRAME: 0457

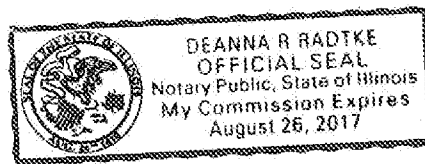
ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this 16th day of December, 2014, before me personally came Walter W. Winkler III, to me known, who being duly sworn, did depose and say, that s/he is the VP Secretary CFO & GC of Convergent Technologies LLC, the entity described in and which executed the foregoing instrument.

Deanna Radtke




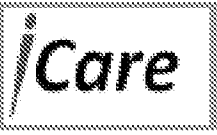

Notary Public










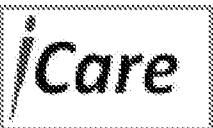

Acknowledgement of Grantor to
Grant of Security Interest in Trademarks

Schedule A

Marks

Mark	Country	Application No.	Registration No.	Registered Owner
1. CONVERGINT	Australia	1595085	1183962	Convergint Technologies LLC
2. Convergint TECHNOLOGIES 	Australia	1598657	1186437	Convergint Technologies LLC
3. CONVERGINT	Canada	1127263	598405	Convergint Technologies LLC
4. CONVERGINT	Canada	1522314	TMA839679	Convergint Technologies LLC
5. CONVERGINT TECHNOLOGIES 	Canada	1522315	TMA839678	Convergint Technologies LLC
6. CONVERGINT TECHNOLOGIES and Design 	Canada	1464294	798101	Convergint Technologies LLC
7. ICARE	Canada	1522319	TMA843298	Convergint Technologies LLC
8. ICARE 	Canada	1522320	TMA843508	Convergint Technologies LLC
9. ICARE	Canada	1464290	TMA843396	Convergint Technologies LLC
10. ICARE Logo 	Canada	1464295	TMA843584	Convergint Technologies LLC
11. MAKING A DAILY DIFFERENCE	Canada	1573808	TMA862973	Convergint Technologies LLC
12. SERVICE EXCELLENCE, IT'S IN OUR DNA	Canada	1464292	TMA843267	Convergint Technologies LLC
13. SERVICE EXCELLENCE, IT'S IN OUR DNA	Canada	1522321	TMA851454	Convergint Technologies LLC

Mark	Country	Application No.	Registration No.	Registered Owner
14. CONVERGINT	China	1183962	1183962 (Pending)	Convergint Technologies LLC
15. Convergint TECHNOLOGIES 	China	1186437	1186437	Convergint Technologies LLC
16. CONVERGINT	CTM	1183962	1183962	Convergint Technologies LLC
17. Convergint TECHNOLOGIES 	CTM	1186437	1186437	Convergint Technologies LLC
18. CONVERGINT	Hong Kong	302787120	302787120	Convergint Technologies LLC
19. Convergint TECHNOLOGIES 	Hong Kong	302787139	302787139	Convergint Technologies LLC
20. CONVERGINT	India	1183962	1183962	Convergint Technologies LLC
21. Convergint TECHNOLOGIES 	India	1186437	1186437	Convergint Technologies LLC
22. CONVERGINT	Japan	1183962	1186962	Convergint Technologies LLC
23. Convergint TECHNOLOGIES 	Japan	1186437	1186437	Convergint Technologies LLC
24. CONVERGINT	Singapore	1183962	1186962	Convergint Technologies LLC
25. Convergint TECHNOLOGIES 	Singapore	1186437	1186437	Convergint Technologies LLC
26. CONVERGINT	Taiwan	102061186	01647144	Convergint Technologies LLC
27. CONVERGINT TECHNOLOGIES 	Taiwan	102061184	01647143	Convergint Technologies LLC

Mark	Country	Application No.	Registration No.	Registered Owner
28. CONVERGINT	United States of America	85285637	4048835	Convergint Technologies LLC
29. CONVERGINT	United States of America	76287418	2602791	Convergint Technologies LLC
30. CONVERGINT TECHNOLOGIES 	United States of America	85285631	4066462	Convergint Technologies LLC
31. CONVERGINT 	United States of America	76308045	2578517	Convergint Technologies LLC
32. ICARE	United States of America	77895343	4053545	Convergint Technologies LLC
33. ICARE	United States of America	85285621	4059519	Convergint Technologies LLC
34. ICARE 	United States of America	85285607	4059518	Convergint Technologies LLC
35. ICARE Logo 	United States of America	77895344	4053546	Convergint Technologies LLC
36. MAKING A DAILY DIFFERENCE	United States of America	85598204	4245938	Convergint Technologies LLC
37. SERVICE EXCELLENCE, IT'S IN OUR DNA	United States of America	77895345	4053547	Convergint Technologies LLC
38. SERVICE EXCELLENCE, IT'S IN OUR DNA	United States of America	85285594	4163264	Convergint Technologies LLC
39. CONVERGINT	WIPO	1183962	1183962	Convergint Technologies LLC
40. Convergint TECHNOLOGIES 	WIPO	1186437	1186437	Convergint Technologies LLC