

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327626

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

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

<b>ATTORNEY DOCKET NUMBER:</b>	384287-00011
<b>NAME OF SUBMITTER:</b>	Humberto Aquino
<b>SIGNATURE:</b>	/Humberto Aquino/
<b>DATE SIGNED:</b>	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
- source=Grant of Security Interest in Trademarks (Convergint Technologies LLC) American Capital, LTD. (Executed)#page4.tif
- source=Grant of Security Interest in Trademarks (Convergint Technologies LLC) American Capital, LTD. (Executed)#page5.tif
- 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").

**W I T N E S S E T H:**

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

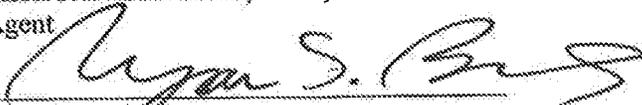
Grant of Security Interest in Trademarks

**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**

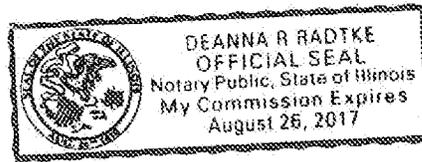
ACKNOWLEDGMENT OF GRANTOR

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

On this 16<sup>th</sup> 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

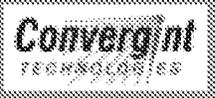


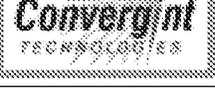
Acknowledgement of Grantor to  
Grant of Security Interest in Trademarks

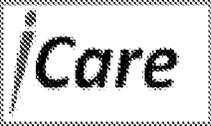
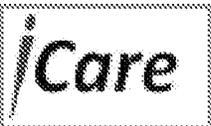
**TRADEMARK**  
**REEL: 005432 FRAME: 0458**

**Schedule A**

**Marks**

<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Registered Owner</b>
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