TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331596

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Presidio, Inc.		02/02/2015	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2027074	INDEPENDENT TECHNOLOGY SOLUTIONS
Registration Number:	2742526	ATLANTIX GLOBAL SYSTEMS
Registration Number:	3162506	PRESIDIO
Registration Number:	3925785	PRESIDIO NETWORKED SOLUTIONS
Registration Number:	3621403	SENTRY
Registration Number:	4656845	PRACTICAL THINKING FOR A CONNECTED WORLD

OP $165.00 2027074

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030786-0652
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/

DATE SIGNED:	02/09/2015

Total Attachments: 5

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Trademark Security Agreement

This Trademark Security Agreement, dated as of February 2, 2015 (this "***Agreement***"), made by Presidio, Inc., a Georgia corporation (the "***Pledgor***"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of February 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "***Collateral Agreement***"), among Presidio, Inc. and Presidio Networked Solutions, Inc. (the "***Borrowers***"), each Loan Party identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the "***Collateral Agent***") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section I.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign, grant and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "***IP Collateral***"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country, or any political subdivision thereof, and all renewals thereof, including those listed on *Schedule I*, (b) all goodwill associated with or symbolized by the foregoing, (c) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the foregoing and (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement, dilutions or other violations thereof; *provided*, *however*, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act with respect thereto, solely to the extent, if any, and solely

during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that would issue from such intent-to-use application under applicable federal law.

SECTION 3. ***Collateral Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. ***Counterparts***. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. ***Governing Law***. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PRESIDIO, INC.

By: _____

Name: Paul D. Fletcher

Title: Chief Financial Officer and Executive Vice President

[*Signature page – Trademark Security Agreement*]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent,

By: _____
Name:
Title: ROBERT HETU
AUTHORIZED SIGNATORY

By: _____
Name:
Title: Lingzi Huang
Authorized Signatory

EXECUTION VERSION

Schedule I
to Trademark Security Agreement

Trademarks Owned by Presidio, Inc.

U.S. Trademark Registrations

Trademark	Reg. No.	Reg. Date
INDEPENDENT TECHNOLOGY SOLUTIONS	2027074	12/31/1996
ATLANTIX GLOBAL SYSTEMS	2742526	7/29/2003
PRESIDIO	3162506	10/24/2006
PRESIDIO NETWORKED SOLUTIONS	3925785	3/1/2011
SENTRY SENTRY	3621403	5/19/2009
PRACTICAL THINKING FOR A CONNECTED WORLD	4656845	12/16/2014