

04/29/2015

DA

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To the Director of the U. S. Patent and Trademark Office: Please enclose the attached documents or the new address(es) below.

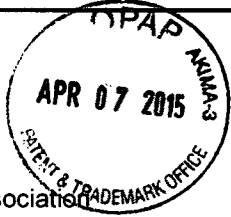
1. Name of conveying party(ies):

DecisionOne Corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No



2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: D1 HOLDINGS, LLC

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 14545J Military Trail, 200

City: Delray Beach

State: FL

Country: USA Zip: 33484

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Delaware, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 20, 2015

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

see Schedule A

B. Trademark Registration No.(s)

see Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

see Schedule A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Imran A. Yassin

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas

City: New York

State: NY Zip: 10020

Phone Number: (212) 655-6000

Fax Number: (212) 697-7210

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

43

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,090.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card, Last 4 Numbers: 01 FC:8521 02 FC:4573 03 FC:0000 04 FC:0000 05 FC:0000 06 FC:0000 07 FC:0000 08 FC:0000 09 FC:0000 10 FC:0000 11 FC:0000 12 FC:0000 13 FC:0000 14 FC:0000 15 FC:0000 16 FC:0000 17 FC:0000 18 FC:0000 19 FC:0000 20 FC:0000 21 FC:0000 22 FC:0000 23 FC:0000 24 FC:0000 25 FC:0000 26 FC:0000 27 FC:0000 28 FC:0000 29 FC:0000 30 FC:0000 31 FC:0000 32 FC:0000 33 FC:0000 34 FC:0000 35 FC:0000 36 FC:0000 37 FC:0000 38 FC:0000 39 FC:0000 40 FC:0000 41 FC:0000 42 FC:0000 43 FC:0000 44 FC:0000 45 FC:0000 46 FC:0000 47 FC:0000 48 FC:0000 49 FC:0000 50 FC:0000 51 FC:0000 52 FC:0000 53 FC:0000 54 FC:0000 55 FC:0000 56 FC:0000 57 FC:0000 58 FC:0000 59 FC:0000 60 FC:0000 61 FC:0000 62 FC:0000 63 FC:0000 64 FC:0000 65 FC:0000 66 FC:0000 67 FC:0000 68 FC:0000 69 FC:0000 70 FC:0000 71 FC:0000 72 FC:0000 73 FC:0000 74 FC:0000 75 FC:0000 76 FC:0000 77 FC:0000 78 FC:0000 79 FC:0000 80 FC:0000 81 FC:0000 82 FC:0000 83 FC:0000 84 FC:0000 85 FC:0000 86 FC:0000 87 FC:0000 88 FC:0000 89 FC:0000 90 FC:0000 91 FC:0000 92 FC:0000 93 FC:0000 94 FC:0000 95 FC:0000 96 FC:0000 97 FC:0000 98 FC:0000 99 FC:0000 00 FC:0000

Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Mitchell L. Garrett

April 7, 2015

*Mitchell L. Garrett*  
Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

SCHEDULE A  
To  
TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS

NO.	SERIAL NUMBER	REG. NUMBER	WORD MARK
1	86053443	4665646	DECISIONONE
2	85704142	4424087	GLODYNE
3	78920745	3786490	LOCAL. RELIABLE. COST EFFECTIVE.
4	78883741		DECISIONONE TAKES CARE OF YOUR TECHNOLOGY SO YOU CAN TAKE CARE OF YOUR BUSINESS
5	78883737	3870210	YOUR TECHNOLOGY SUPPORT COMPANY
6	78736497		DESKTOP 2 DIALTONE
7	78699531	3412906	DESKTOP TO DIALTONE
8	78699508		SORBUS
9	78597192		DONEATHOME
10	78597163		DONE AT HOME
11	78597151	3246188	DONEATHOME.COM
12	78597144	3246187	DONE AT HOME.COM
13	78597130		DONEATHOMEMEMBERSONLY
14	78597121		DONEATHOMEMEMBERSONLY.COM
15	78597107		DONE AT HOME MEMBERS ONLY.COM
16	78597094		THE CURE FOR THE COMMON COMPUTER
17	78597090		DONE AT HOME MEMBERS ONLY
18	76278938	2755086	D1 DECISIONONE
19	76278624	2755085	D1 DECISIONONE TECHNOLOGY SUPPORT FOR THE DIGITAL WORLD.
20	75977068	2168647	DECISIONONE
21	75976403	2152648	DECISIONONE D1
22	75976288	2152647	D1
23	75976227	2152646	D1
24	75746836		ADVISE
25	75746826		ADVISE
26	75721761		ONLINEONE
27	75676523		ALLIANCEONE
28	75494148	2262990	DUPLICARD
29	75450789	2275701	MIDRANGEONE
30	75450788	2320248	ONE TO 1
31	75450780	2273902	LOGISTICSONE
32	75450779	2268621	EXPERTONE
33	75450778	2253283	USERS:MANY-DECISIONONE
34	75450777	2282845	SYSTEMS:MANY-DECISIONONE

No.	SERIAL NUMBER	REG. NUMBER	WORD MARK
35	75450776	2268620	NETWORKONE
36	75450706	2268619	ASSETONE
37	75450705	2327813	MAINONE
38	75322139	2305117	LASER-XP
39	75141412	2179892	NEEDS:MANY DECISIONONE
40	75090140		D1
41	75071455		DECISIONONE D1
42	75071454		D1
43	75023679		DECISIONONE

## TRADEMARK COLLATERAL AGREEMENT

This 20th day of March, 2015, DECISIONONE CORPORATION, a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 426 West Lancaster Avenue, Devon, PA 19333, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to D1 HOLDINGS, LLC, a Delaware limited liability company, as agent (“*Agent*”) a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Amended and Restated Loan and Security Agreement bearing even date herewith between Debtor, the lenders from time to time party thereto and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

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**TRADEMARK**  
**REEL: 005511 FRAME: 0687**

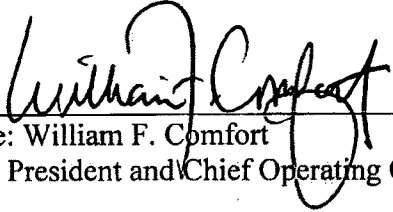
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE FOLLOWS.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DECISIONONE CORPORATION, as Debtor

By:   
Name: William F. Comfort  
Title: President and Chief Operating Officer

SIGNATURE PAGE  
TRADEMARK COLLATERAL AGREEMENT