TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402408

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ConvergeOne, Inc.		10/18/2016	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	bank organized and existing under the laws of Switzerland: SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3373445	PERFORMANCE READINESS CENTER
Registration Number:	2942665	THE PEOPLE WHO KNOW COMMUNICATIONS
Registration Number:	4389685	NACR OVATION
Registration Number:	3075923	CENTRALCONTROL
Registration Number:	3878566	SPANLINK SOLUTIONWATCH
Registration Number:	3990618	SPANLINK SOLUTIONAUDIT
Registration Number:	2084788	EXTRAAGENT
Registration Number:	4050723	SOCIALWATCH
Registration Number:	3432797	SPANLINK

OP $240.00 3373445

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 355 South Grand Avenue
Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	030786-0670
NAME OF SUBMITTER:	Rhonda DeLeon

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	10/18/2016

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of October 18, 2016 (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 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 Second 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).

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.

SECTION 8. INTERCREDITOR AGREEMENTS

Notwithstanding anything herein to the contrary, the liens and the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject in all respects to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern and control.

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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.

CONVERGEONE HOLDINGS CORP.

By: _____
Name: Jeffrey Nachbor
Title: Chief Financial Officer and Treasurer

CONVERGEONE, INC.

By: _____
Name: Jeffrey Nachbor
Title: Chief Financial Officer and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By:_____
Name: Judith E. Smith
Title: Authorized Signature

By:_____
Name: D. Andrew Maletta
Title: Authorized Signature

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Title	Filing Date/Issued Date	Status	Application/ Registration No.
ConvergeOne Holdings Corp.	CONVERGEONE (Block Letters)	03/01/11	Registered	3925749
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	PERFORMANCE READINESS CENTER (Block Letters)	01/22/08	Registered	3373445
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	THE PEOPLE WHO KNOW COMMUNICATIONS (Word Only)	04/19/05	Registered	2942665
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	NACR OVATION (Block Letters)	08/20/13	Registered	4389685
ConvergeOne, Inc. (as successor-in-interest of S1 IT Solutions, Inc. by merger)	S1 and Design (Two Half Circles)	03/16/07	Registered (Idaho State)	19078
ConvergeOne, Inc. (as successor-in-interest of S1 IT Solutions, Inc. by merger)	ITSOLUTIONS (Stylized) ITSOLUTIONS	03/16/07	Registered (Idaho State)	19079
ConvergeOne, Inc. (as successor-in-interest of Spanlink Communications, Inc. by merger)	CENTRALCONTROL	04/04/2006	Registered	3075923
ConvergeOne, Inc.	SPANLINK	11/23/2010	Registered	3878566

Grantor	Title	Filing Date/Issued Date	Status	Application/ Registration No.
(as successor-in-interest of Spanlink Communications, Inc. by merger)	SOLUTIONWATCH			
ConvergeOne, Inc. (as successor-in-interest of Spanlink Communications, Inc. by merger)	SPANLINK SOLUTIONAUDIT	07/05/2011	Registered	3990618
ConvergeOne, Inc. (as successor-in-interest of Spanlink Communications, Inc. by merger)	EXTRAAGENT	07/29/1997	Registered	2084788
ConvergeOne, Inc. (as successor-in-interest of Spanlink Communications, Inc. by merger)	SOCIALWATCH	11/01/2011	Registered	4050723
ConvergeOne, Inc. (as successor-in-interest of Spanlink Communications, Inc. by merger)	SPANLINK and Curved Lines Design SPANLINK	05/20/2008	Registered	3432797

International Trademark Applications

Grantor	Title	Status	Application/Registration No.
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	NACR OVATION	Registered (European Union) (via Madrid Protocol)	Application No. 001212593 Registration No. 1212593
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	NACR OVATION	Madrid Protocol Designated Jurisdictions: European Union Intellectual Property Office, Mexico	Application No. A0037004 Registration No. 1212593
ConvergeOne Holdings Corp.	C1 Logo	Filed (Canada)	1768662

ConvergeOne Holdings Corp.	C1 (Logo)	Registered (European Union)	015126411
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	NACR OVATION	Filed (Mexico) (via Madrid Protocol)	1212593