

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402408

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ConvergeOne, Inc.		10/18/2016	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	bank organized and existing under the laws of Switzerland: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3373445	PERFORMANCE READINESS CENTER	
<b>Registration Number:</b>	2942665	THE PEOPLE WHO KNOW COMMUNICATIONS	
<b>Registration Number:</b>	4389685	NACR OVATION	
<b>Registration Number:</b>	3075923	CENTRALCONTROL	
<b>Registration Number:</b>	3878566	SPANLINK SOLUTIONWATCH	
<b>Registration Number:</b>	3990618	SPANLINK SOLUTIONAUDIT	
<b>Registration Number:</b>	2084788	EXTRAAGENT	
<b>Registration Number:</b>	4050723	SOCIALWATCH	
<b>Registration Number:</b>	3432797	SPANLINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<i>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.</i>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	030786-0670		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		

OP \$240.00 3373445

<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	10/18/2016
<b>Total Attachments: 8</b> source=ConvergeOne - Second Lien Trademark Security Agreement (Executed)(72196513_1_US-DOCS)#page1.tif source=ConvergeOne - Second Lien Trademark Security Agreement (Executed)(72196513_1_US-DOCS)#page2.tif source=ConvergeOne - Second Lien Trademark Security Agreement (Executed)(72196513_1_US-DOCS)#page3.tif source=ConvergeOne - Second Lien Trademark Security Agreement (Executed)(72196513_1_US-DOCS)#page4.tif source=ConvergeOne - Second Lien Trademark Security Agreement (Executed)(72196513_1_US-DOCS)#page5.tif source=ConvergeOne - Second Lien Trademark Security Agreement (Executed)(72196513_1_US-DOCS)#page6.tif source=ConvergeOne - Second Lien Trademark Security Agreement (Executed)(72196513_1_US-DOCS)#page7.tif source=ConvergeOne - Second Lien Trademark Security Agreement (Executed)(72196513_1_US-DOCS)#page8.tif	

## **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.

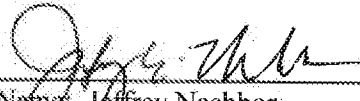
## **SECTION 8. INTERCREDITOR AGREEMENTS**

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.

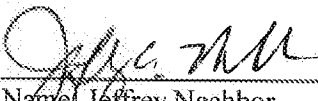
[Remainder of page intentionally left blank]

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.

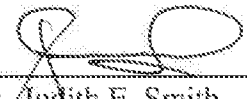
**CONVERGEONE HOLDINGS CORP.**

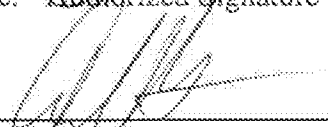
By:   
Name: Jeffrey Nachbor  
Title: Chief Financial Officer and Treasurer

**CONVERGEONE, INC.**

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

**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

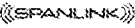
[Signature Page to Second Lien Trademark Security Agreement]

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

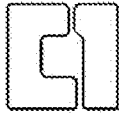
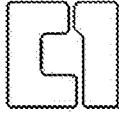
<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
ConvergeOne Holdings Corp.	CONVERGEONE (Block Letters)	03/01/11	Registered	3925749
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	<b>PERFORMANCE READINESS CENTER</b> (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.)	<b>NACR OVATION</b> (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) <b>ITSOLUTIONS</b>	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



<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
(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 	05/20/2008	Registered	3432797

### International Trademark Applications

<u>Grantor</u>	<u>Title</u>	<u>Status</u>	<u>Application/Registration No.</u>
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