

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402869

<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>
Ntiva, Inc.		10/20/2016	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crestline Direct Finance, L.P.		
<b>Street Address:</b>	201 Main St #1900		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4589039	WHEN IT MATTERS	
<b>Registration Number:</b>	4581534	WHEN IT MATTERS	
<b>Registration Number:</b>	4276311	WHEN IT MATTERS	
<b>Registration Number:</b>	4141091	NTIVA	
<b>Registration Number:</b>	4141090	NTIVA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2164798386		
<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>Phone:</b>	2164798386		
<b>Email:</b>	rebecca.gallagher@squirepb.com		
<b>Correspondent Name:</b>	Steven M. Auvil		
<b>Address Line 1:</b>	Squire Patton Boggs (US) LLP		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Steven M. Auvil		
<b>SIGNATURE:</b>	/s/ Steven M. Auvil		
<b>DATE SIGNED:</b>	10/21/2016		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of October 20, 2016, by **NTIVA, INC.**, a Virginia corporation (“**Company**”), as successor in interest by merger to **MSP ACQUISITION CORP.**, a Delaware corporation (the “**Grantor**”), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

### RECITALS

**WHEREAS**, pursuant to that certain Credit and Guaranty Agreement, dated as of October 18, 2016, by and among the Grantor, MSP Global Holdings, Inc., a Delaware corporation, Agent and the Lenders party thereto from time to time (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Company (the “**Loan**”); and

**WHEREAS**, in connection with the obligation of Agent and the Lenders to execute and perform under the Credit Agreement the Grantor shall execute and deliver this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

**NOW, THEREFORE**, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), the Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the “**IP Collateral**”):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on **Schedule A** attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on **Schedule B** attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on **Schedule C** attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in intent-to-use

trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein) (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissues and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification obligations for which no claim has been asserted) secured hereby unconditionally and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantor’s request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of the Grantor and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed this IP Security Agreement as of the date first written above.

**GRANTOR:**

**AFTER THE CONSUMMATION OF THE  
MERGER:**

**NTIVA, INC.**

By: 

Name: Steven J. Freidkin

Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005905 FRAME: 0858**

**SCHEDULE A**

**COPYRIGHT COLLATERAL**

Registered Copyrights:

None.

Pending Copyright Applications:

None.

**SCHEDULE B**

**PATENT COLLATERAL**

Registered Patents:

None.

Pending Patent Applications:

None.



SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

<b>Grantor</b>	<b>Type of IP Right</b>	<b>Country</b>	<b>Application/Registration Number and Date</b>
Ntiva, Inc.	Trademark	USA	4589039/ 8/19/14
Ntiva, Inc.	Trademark	USA	4581534/ 8/05/14
Ntiva, Inc.	Trademark	USA	4276311/ 1/15/13
Ntiva, Inc.	Trademark	USA	4141091/ 05/15/12
Ntiva, Inc.	Trademark	USA	4141090 05/15/12

Pending Trademark Applications:

None.

**SCHEDULE D**  
**DOMAIN NAMES**

<b>Name</b>	<b>Renewal Date</b>
Ntiva.biz	9-21-2017
Ntiva.co.uk	8-2-2017
Ntiva.com	12-16-2019
Ntiva.eu	8-2-2019
Ntiva.info	8-2-2017
Ntiva.net	9-21-2017
Ntiva.org	9-21-2017
Ntiva.us	9-21-2017
Ntivahosting.com	1-28-2018
Ntivanoc.com	1-28-2018
Ntivia.com	11-26-2016
Ntivia.net	11-26-2016

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010-8272-1072/2/AMERICAS