

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425380

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNISYS CORPORATION		04/17/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE		
<b>Street Address:</b>	150 EAST 42ND STREET		
<b>Internal Address:</b>	40TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1814066	UNISYS	
<b>Registration Number:</b>	4834443	CHOREOGRAPHER	
<b>Registration Number:</b>	4740333	ONE PLATFORM. NO SECOND THOUGHTS.	
<b>Registration Number:</b>	4945240	UNISYS STEALTH	
<b>Registration Number:</b>	4950846	AB SUITE	
<b>Registration Number:</b>	5125401	CLEARPATH FORWARD	
<b>Registration Number:</b>	4997364	LEIDA	
<b>Registration Number:</b>	2455513	UNISYS	
<b>Registration Number:</b>	4117355	S-PAR	
<b>Registration Number:</b>	865591	BURROUGHS	
<b>Registration Number:</b>	868643	BURROUGHS	
<b>Registration Number:</b>	515406	UNIVAC	
<b>Registration Number:</b>	1532743	UNISYS	
<b>Registration Number:</b>	1559781	MAPPER	
<b>Registration Number:</b>	1759607	UNISYS	
<b>Registration Number:</b>	2083268	CLEARPATH	
<b>Registration Number:</b>	2455492	UNISYS	
<b>Registration Number:</b>	3114620	AIRCORE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	5007414	CLEARPATH
Registration Number:	5007420	CLEARPATH
Registration Number:	4955748	CLEARPATH CONNECTION
Registration Number:	1963313	INFOIMAGE
Registration Number:	2310113	INFOCONNECT
Serial Number:	86823984	U-LEAF
Serial Number:	87223553	CLEARPATH FORWARD
Serial Number:	87237014	SECURING YOUR TOMORROW
Serial Number:	87106892	LINESIGHT

**CORRESPONDENCE DATA**

**Fax Number:** 6502515002

*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:** (650) 251-5027

**Email:** ksolomon@stblaw.com

**Correspondent Name:** MARCELA ROBLEDO, ESQ.

**Address Line 1:** SIMPSON THACHER & BARTLETT LLP

**Address Line 2:** 2475 HANOVER STREET

**Address Line 4:** PALO ALTO, CALIFORNIA 94304

<b>ATTORNEY DOCKET NUMBER:</b>	509335/2497
<b>NAME OF SUBMITTER:</b>	Marcela Robledo
<b>SIGNATURE:</b>	/mr/
<b>DATE SIGNED:</b>	04/27/2017

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE, PURSUANT TO THIS SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE, HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE ABL-NOTES INTERCREDITOR AGREEMENT, DATED AS APRIL 17, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “ABL-NOTES INTERCREDITOR AGREEMENT”), AMONG UNISYS CORPORATION, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ABL AGENT, AND CERTAIN OTHER PERSONS WHICH MAY BE OR BECOME PARTIES THERETO OR BECOME BOUND THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE ABL-NOTES INTERCREDITOR AGREEMENT AND THIS SECURITY AGREEMENT, THE TERMS OF THE ABL-NOTES INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”) in favor of Wells Fargo Bank, National Association, as collateral trustee (in such capacity, together with its successors and permitted assigns, “Collateral Trustee”) for the Secured Parties.

## WITNESSETH:

WHEREAS, the Company and each of the Guarantors party thereto have entered into that certain Indenture dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “First Lien Indenture”) with Wells Fargo Bank, National Association, as trustee (in such capacity and together with its successors in such capacity, the “First Lien Trustee”), pursuant to which the Company has issued 10.750% Senior Secured Notes due 2022 (together with any additional notes issued under the First Lien Indenture, the “First Lien Notes”);

WHEREAS, in connection with the First Lien Indenture, the Company, the First Lien Trustee and the Collateral Trustee have entered into that certain Collateral Trust Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, (the “Collateral Trust Agreement”), pursuant to which the Secured Parties appointed the Collateral Trustee to act as collateral trustee on behalf of the Secured Parties pursuant to this Agreement; and

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Collateral Trustee (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with the Collateral Trustee, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Priority Lien Obligations of such Grantor, hereby grants to the Collateral Trustee for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all material IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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 Trustee pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Trustee 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

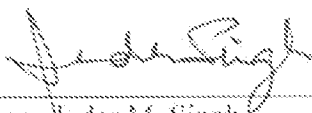
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

**UNISYS CORPORATION,**  
as Grantor

By:   
Name: Ynder M. Singh  
Title: Senior Vice President and Chief  
Financial Officer

*[Signature Page to Trademark Security Agreement]*

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.

Very truly yours,

UNISYS CORPORATION,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Trustee

By: Stefan Victory  
Name: STEFAN VICTORY  
Title: VICE PRESIDENT

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS:

<b>MARK</b>	<b>STATUS</b>	<b>Reg./App. No.</b>	<b>Reg./App. Date</b>
UNISYS	Registered	1814066	12/28/2003
CHOREOGRAPHER	Registered	4834443	10/20/2015
ONE PLATFORM. NO SECOND THOUGHTS.	Registered	4740333	5/19/2015
UNISYS STEALTH	Registered	4945240	4/26/2016
AB SUITE	Registered	4950846	5/3/2016
ClearPath Forward	Registered	5125401	1/17/2017
LEIDA	Registered	4997364	7/12/2016
UNISYS	Registered	2455513	5/29/2001
S-PAR	Registered	4117355	3/27/2012
BURROUGHS	Registered	865591	3/4/1989
BURROUGHS	Registered	868643	4/29/1989
UNIVAC	Registered	515406	9/20/1989
UNISYS	Registered	1532743	4/4/1989
MAPPER	Registered	1559781	10/10/1989
UNISYS (LOGO)	Registered	1759607	3/23/2003
CLEARPATH	Registered	2083268	7/29/1997
UNISYS	Registered	2455492	5/29/2001
AIRCORE	Registered	3114620	7/11/2006
CLEARPATH	Registered	5007414	7/26/2016
CLEARPATH	Registered	5007420	7/26/2016
ClearPath Connection	Registered	4955748	5/10/2016
INFOIMAGE	Registered	1963313	3/19/1996
INFOCONNECT	Registered	2310113	1/25/2000

2. TRADEMARK APPLICATIONS:

<b>MARK</b>	<b>STATUS</b>	<b>Reg./App. No.</b>	<b>Reg./App. Date</b>
U-LEAF	Pending	86823984	11/28/2015
CLEARPATH FORWARD	Pending	87223553	11/2/2016
SECURING YOUR TOMORROW	Pending	87237014	11/15/2016
LINESIGHT	Pending	87106892	7/18/2016

3. TRADEMARK LICENSES UNDER WHICH A GRANTOR IS AN EXCLUSIVE LICENSEE:

None.