

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425938

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Patriot Capital III SBIC, L.P.		12/30/2016	Limited Partnership: DELAWARE
Patriot Capital III, L.P.		12/30/2016	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3633514	DEDICATED COMPUTING
Registration Number:	3843617	CC DEDICATED COMPUTING
Registration Number:	4879261	CONNECTED. SECURE. COMPLETE.
Registration Number:	4879262	CC DEDICATED COMPUTING CONNECTED. SECURE
Serial Number:	87100767	ZETAFLX
Serial Number:	87166127	POWERING THE WORLD'S MOST IMPORTANT DEVI
Serial Number:	87166141	CC DEDICATED COMPUTING POWERING THE WORL

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

TRADEMARK

ATTORNEY DOCKET NUMBER:	074658-16103
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	05/02/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 30th day of December, 2016, among the Grantor listed on the signature pages hereof ("Grantor"), Patriot Capital III, L.P. ("Patriot Capital"), Patriot Capital III SBIC, L.P. ("Patriot SBIC") and their successors and assigns (collectively, the "Lenders" and each individually a "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase and Security Agreement dated as of December 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Note Purchase Agreement") among McNally DC Parent Corp., a Delaware corporation ("Holdings"), McNally DC Merger Sub Corp., a Delaware corporation (which on the Closing Date shall merge with and into McNally DC Borrower Corp., a Delaware corporation ("McNally Borrower"), with McNally Borrower surviving such merger), Dedicated Computing LLC, a Delaware limited liability company ("Dedicated", and together with McNally Borrower and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), the other Loan Parties from time to time party thereto, and the Lenders, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Note Purchase Agreement, Grantor is required to execute and deliver to Lenders this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby collaterally assigns, pledges and grants to Lenders a continuing second priority security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising wheresoever location (collectively, the "Trademark Collateral");

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and exclusive licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto (but excluding any United States intent-to-use application for registration of a trademark, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law);

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the prompt payment and performance to each Lender (and each other holder of any Obligations) of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of them, to Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor. Nothing herein, nor any exercise of rights hereunder by Lenders, shall be deemed to make Lenders responsible for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Licenses subject to a security interest hereunder.

4. NOTE PURCHASE AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lenders pursuant to the Note Purchase Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Note Purchase Agreement, the terms of the Note Purchase Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Lenders with respect to any such new Trademarks or Licenses for Trademarks as provided in the Note Purchase Agreement. If Lenders shall have requested that any Grantor execute any amendment or supplement hereto as to any such new Trademarks or Licenses for Trademarks and Grantor shall have failed to do so within ten (10) days (or such later date as the Lenders may agree to) after Lenders' request, then Lenders are authorized to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lenders' continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same

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agreement. Any signature delivered by a party by facsimile or by electronic transmission (including e-mail transmission of a PDF image) shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, rules of construction set forth in Section 1.4 of the Note Purchase Agreement apply to this Trademark Security Agreement *mutatis mutandis*.

8. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, 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.

GRANTOR:

DEDICATED COMPUTING LLC,
a Delaware limited liability

By: 
Name: Jane Menheer
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

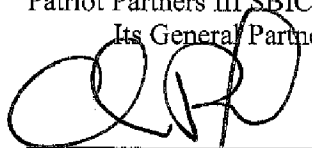
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ACCEPTED AND
ACKNOWLEDGED BY:

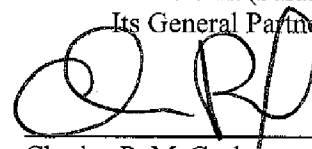
PATRIOT CAPITAL III SBIC, L.P.

By: Patriot Partners III SBIC, LLC
Its General Partner

By: 
Name: Charles P. McCusker
Title: Managing Member

PATRIOT CAPITAL III, L.P.

By: Patriot Partners III (Parallel), LLC
Its General Partner

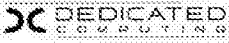

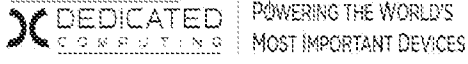
By: 
Name: Charles P. McCusker
Title: Managing Member

Signature Page to Trademark Security Agreement

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark	App. No. Reg. No.	App. Date Reg. Date
DEDICATED COMPUTING	76/674,937 3,633,514	03-Apr-2007 09-Jun-2009
CC DEDICATED COMPUTING Logo 	77/665,466 3,843,617	06-Feb-2009 07-Sep-2010
CONNECTED. SECURE. COMPLETE.	86/037,306 4,879,261	14-Aug-2013 05-Jan-2016
DEDICATED COMPUTING CONNECTED. SECURE. COMPLETE. Logo 	86/037,329 4,879,262	14-Aug-2013 05-Jan-2016
ZETAFLX	87/100,767	12-Jul-2016
POWERING THE WORLD'S MOST IMPORTANT DEVICES	87/166,127	09-Sept-2016
POWERING THE WORLD'S MOST IMPORTANT DEVICES Logo 	87/166,141	09-Sept-2016

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