

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harris IT Services Corporation		04/28/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Macquarie Capital Funding LLC, as Collateral Agent		
Street Address:	125 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	75221401	OS/COMET	
Serial Number:	75490288	OS COMET	
Serial Number:	85212127	FULLY MANAGED COMMUNICATIONS - FROM THE	
Serial Number:	76698995	COMMANDACCESS	
Serial Number:	78685704	PURIFILE	
Serial Number:	86012708	XWAN	
Serial Number:	75276116	ACUSIL	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	95166.00003		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		

CH \$190.00 75221401

DATE SIGNED:	05/08/2017
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Total Attachments: 6

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First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of April 28, 2017, by Harris IT Services Corporation (the “Pledgor”), in favor of MACQUARIE CAPITAL FUNDING LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees 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 in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following Pledged Collateral of the Pledgor (collectively, “Trademark Collateral”):

- (a) Trademarks of the Pledgor, including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing; in each case of the foregoing clauses (a) and (b), other than Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms 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. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This First Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this First Lien Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

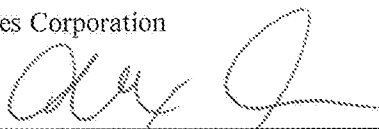
[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Harris IT Services Corporation

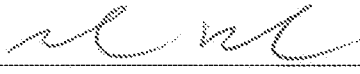
By:



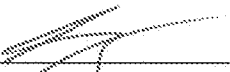
Name: Alexander S. Andrusyszyn
Title: Treasurer and Secretary

Accepted and Agreed:

MACQUARIE CAPITAL FUNDING LLC,
as Collateral Agent

By: 

Name: Michael Barrish
Title: Authorized Signatory

By: 

Name: Ayesha Farooqi
Title: Authorized Signatory

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Mark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date	Owner ¹
OS/COMET	United States	75/221401	06-Jan-1997	2165377	16-Jun-1998	Harris IT Services Corporation
OS/COMET & Design	United States	75/490288	22-May-1998	2301657	21-Dec-1999	Harris IT Services Corporation
FULLY MANAGED COMMUNICATIONS - FROM THE GIG TO THE FOXHOLE	United States	85/212127	06-Jan-2011	4002527	26-Jul-2011	Harris IT Services Corporation
COMMANDACCESS	United States	76/698995	17-Aug-2009	3811229	29-Jun-2010	Harris IT Services Corporation
PURIFILE	United States	78/685704	04-Aug-2005	3160935	17-Oct-2006	Harris IT Services Corporation
xWAN	United States	86/012708	17-Jul-2013	N/A	N/A	Harris IT Services Corporation
ACUSIL	United States	75276116	17-Apr-1997	2191984	29-Sep-1998	Harris IT Services Corporation

DOMAIN NAMES:

Domain Name	Expiration Date	Owner
crucialsecurity.com	24-JUL-2021	Harris IT Services Corporation
crucialsecurity.net	20-AUG-2021	Harris IT Services Corporation
crucialsecurity.org	20-AUG-2021	Harris IT Services Corporation
crucialsecurity.xxx	06-DEC-2017	Harris IT Services Corporation
FLORIDA-HIE.COM	22-MAR-2018	Harris IT Services Corporation
FLORIDA-HIE.NET	22-MAR-2018	Harris IT Services Corporation
FLORIDA-HIE.ORG	22-MAR-2018	Harris IT Services Corporation
harrishealthcaresolutions.com	25-AUG-2017	Harris IT Services Corporation
harrishealthcaresolutions.net	25-AUG-2017	Harris IT Services Corporation
harrishealthcaresolutions.org	25-AUG-2017	Harris IT Services Corporation
harrisitexperts.com	18-DEC-2017	Harris IT Services Corporation

¹ Harris IT Services Corporation is the beneficial owner of the respective trademarks, and record ownership updates are pending.

Domain Name	Expiration Date	Owner
orkand.com	24-APR-2018	Harris IT Services Corporation
oscomet.com	02-JAN-2020	Harris IT Services Corporation
osi.xxx	06-DEC-2017	Harris IT Services Corporation
patriottechnologies.net	16-AUG-2019	Harris IT Services Corporation