

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430555

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|---|--|----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Continuum Managed Services Holdco, LLC as a Grantor | | 06/08/2017 | Limited Liability Company: DELAWARE |
| R1Soft LLC as a Grantor | | 06/08/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC As Collateral Agent | | |
| Street Address: | 225 W. Washington Street | | |
| Internal Address: | 21st Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4789618 | | |
| Registration Number: | 4865318 | CONTINUUM | |
| Registration Number: | 4377201 | CONTINUUM | |
| Registration Number: | 4380775 | CONTINUUM | |
| Registration Number: | 4289964 | CONTINUUM | |
| Registration Number: | 4980067 | CONTINUITY247 | |
| Registration Number: | 5032046 | | |
| Registration Number: | 4980058 | ITSUPPORT247 | |
| Registration Number: | 4148051 | CLOUDCOPY | |
| Registration Number: | 3355664 | R1SOFT | |
| Registration Number: | 3332964 | CONTINUOUS DATA PROTECTION | |
| Registration Number: | 3415085 | DISK SAFE | |
| Registration Number: | 5191771 | | |
| CORRESPONDENCE DATA | | | |

CH \$340.00 4789618

Fax Number: 2127557306

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: 212-326-3939

Email: NYTEF@jonesday.com

Correspondent Name: Albert Liou

Address Line 1: Jones Day

Address Line 2: 250 Vesey Street

Address Line 4: New York, NEW YORK 10281

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|---------------------------|-------------|
| NAME OF SUBMITTER: | Albert Liou |
|---------------------------|-------------|

| | |
|-------------------|---------------|
| SIGNATURE: | /Albert Liou/ |
|-------------------|---------------|

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|---------------------|------------|
| DATE SIGNED: | 06/08/2017 |
|---------------------|------------|

Total Attachments: 5

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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "**Agreement**"), effective as of June 8, 2017 is made by the persons signatory hereto or hereafter made a party hereto (the "**Grantors**" and each a "**Grantor**"), in favor of GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC ("**GS**"), located at 225 W. Washington Street, 21st Floor Chicago, IL 60606, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 8, 2017 (as amended, restated, amended and restated, refinanced, replaced, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among PROJECT CONDOR HOLDINGS, LLC, a Delaware limited liability company ("**Initial Borrower**" or "**Holdings**"), as the initial Borrower thereunder, whose rights and obligations therein will be deemed to have been automatically assigned to and assumed by CONTINUUM MANAGED SERVICES HOLDCO, LLC, a Delaware limited liability company ("**Continuum**") immediately following the consummation of the Blocked Mergers (which Blocked Mergers shall occur immediately following the Acquisition), each other Person party thereto that is designated as a Borrower from time to time (together with the Initial Borrower and Continuum, the "**Borrowers**", and each a "**Borrower**"), the Guarantors from time to time party thereto (each a "**Guarantor**" and, collectively, the "**Guarantors**"), the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**"), and GS, as administrative agent for the Lenders and as Collateral Agent for the Secured Parties, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered a Security Pledge Agreement, dated as of even date herewith, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Pledge Agreement**");

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

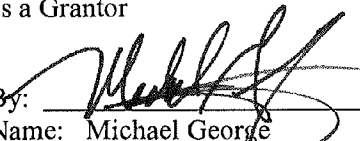
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) 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 Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


CONTINUUM MANAGED SERVICES
HOLDCO, LLC
as a Grantor

By: 
Name: Michael George
Title: Chief Executive Officer

RISOFT LLC
as a Grantor

By: 
Name: Michael George
Title: Chief Executive Officer

GOLDMAN SACHS PRIVATE MIDDLE
MARKET CREDIT LLC,
as Collateral Agent

By: 
Name: Brendan McGovern
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

| Owner | Registration Number | Jurisdiction | Trademark |
|--|----------------------------|---------------------|--|
| Continuum Managed Services Holdco, LLC | 4789618 | United States | Design Only  |
| Continuum Managed Services Holdco, LLC | 4865318 | United States | CONTINUUM CONTINUUM |
| Continuum Managed Services Holdco, LLC | 4377201 | United States | CONTINUUM continuum |
| Continuum Managed Services Holdco, LLC | 4380775 | United States | CONTINUUM <i>continuum</i> |
| Continuum Managed Services Holdco, LLC | 4289964 | United States | CONTINUUM CONTINUUM |
| Continuum Managed Services Holdco, LLC | 4980067 | United States | CONTRIBUTY247 |
| Continuum Managed Services Holdco, LLC | 5032046 | United States |  |
| Continuum Managed Services Holdco, LLC | 4980058 | United States | ITSUPPORT247 |
| R1Soft LLC | 4148051 | United States | CLOUDCOPY CloudCopy |
| R1Soft LLC | 3355664 | United States | RISOFT R1Soft |
| R1Soft LLC | 3332964 | United States | CONTINUOUS DATA PROTECTION <i>Continuous Data Protection</i> |
| R1Soft LLC | 3415085 | United States | DISK SAFE Disk Safe |
| Continuum Managed Services Holdco, LLC | 5191771 | United States | Design Only  |