

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConvergeOne, Inc.		06/20/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	CIB DMO WLO, Mail code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3925749	CONVERGEONE	
Registration Number:	3373445	PERFORMANCE READINESS CENTER	
Registration Number:	2942665	THE PEOPLE WHO KNOW COMMUNICATIONS	
Registration Number:	4389685	NACR OVATION	
Registration Number:	5182412	C1 CONVERGEONE	
Registration Number:	5177258	C1	
Registration Number:	3990618	SPANLINK SOLUTIONAUDIT	
Registration Number:	2084788	EXTRAAGENT	
Registration Number:	4050723	SOCIALWATCH	
Registration Number:	3432797	SPANLINK	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	045658-0016		

OP \$265.00 3925749

NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	06/23/2017
Total Attachments: 6 source=ConvergeOne - Executed Trademark Security Agreement#page1.tif source=ConvergeOne - Executed Trademark Security Agreement#page2.tif source=ConvergeOne - Executed Trademark Security Agreement#page3.tif source=ConvergeOne - Executed Trademark Security Agreement#page4.tif source=ConvergeOne - Executed Trademark Security Agreement#page5.tif source=ConvergeOne - Executed Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 20, 2017 (this "Agreement"), is entered into by and between ConvergeOne, Inc. (the "Grantor") and JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of June 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among C1 Intermediate Corp., a Delaware corporation ("Holdings"), ConvergeOne Holdings Corp., a Delaware corporation (the "Borrower"), the Grantor, the other subsidiaries of the Borrower from time to time party thereto and the Collateral Agent. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to the Borrower subject to the terms and conditions set forth in the Term Loan Agreement dated as of June 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Holdings, the Borrower, the Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent (as defined therein) for the Lenders and Collateral Agent. Consistent with the requirements of the Credit Agreement and the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (other than contingent obligations), the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties (to the extent that they are part of the Collateral) in each case whether tangible or intangible, wherever located, and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) (the "USPTO"), and all extensions or renewals thereof, including those registrations and applications listed on Schedule I (the "Trademarks");
- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill;
- (d) all causes of action arising prior to, on or after the date hereof for infringement of any trademark or unfair competition regarding the Trademarks; and
- (e) all proceeds of and rights associated with the foregoing.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the other parties hereto with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Recordation.** The Grantor hereby authorizes and requests that the USPTO record this Agreement.

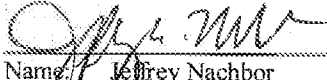
SECTION 5. **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK

SECTION 6. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile, PDF or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

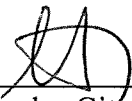
CONVERGEONE, INC.

By: 
Name: Jeffrey Nachbor
Title: Treasurer and Chief Financial Officer

[Signature Page to Term Facility Trademark Security Agreement]


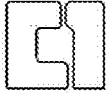
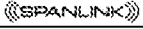
TRADEMARK
REEL: 006090 FRAME: 0350

JPMORGAN CHASE BANK, N.A., as Collateral Agent

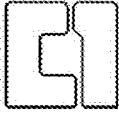
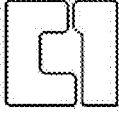
By:  _____
Name: Nicolas Gitron-Beer
Title: Vice President

Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
ConvergeOne, Inc.	CONVERGEONE (Block Letters)	03/01/11	Registered	3925749
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	PERFORMANCE READINESS CENTER (Block Letters)	01/22/08	Registered	3373445
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	THE PEOPLE WHO KNOW COMMUNICATIONS (Word Only)	04/19/05	Registered	2942665
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	NACR OVATION (Block Letters)	08/20/13	Registered	4389685
ConvergeOne, Inc.	C1 CONVERGEONE 	08/20/15 04/11/17	Registered	86731352 5182412
ConvergeOne, Inc.	C1 Logo 	08/20/15 04/04/17	Registered	86731268 5177258
ConvergeOne, Inc. (as successor-in-interest of Spanlink Communications, Inc. by merger)	SPANLINK SOLUTIONAUDIT	07/05/2011	Registered	3990618
ConvergeOne, Inc. (as successor-in-interest of Spanlink Communications, Inc. by merger)	EXTRAAGENT	07/29/1997	Registered	2084788
ConvergeOne, Inc. (as successor-in-interest of Spanlink Communications, Inc. by merger)	SOCIALWATCH	11/01/2011	Registered	4050723
ConvergeOne, Inc. (as successor-in-interest of Spanlink Communications, Inc. by merger)	SPANLINK and Curved Lines Design 	05/20/2008	Registered	3432797

International Trademarks

Grantor	Title	Status	Application/Registration No.
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	NACR OVATION	Registered (European Union) (via Madrid Protocol)	Application No. 001212593 Registration No. 1212593
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	NACR OVATION	Madrid Protocol Designated Jurisdictions: European Union Intellectual Property Office, Mexico	Application No. A0037004 Registration No. 1212593
ConvergeOne, Inc.	C1 Logo 	Filed (Canada)	1768662
ConvergeOne, Inc.	C1 (Logo) 	Registered (European Union)	015126411
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	NACR OVATION	Filed (Mexico) (via Madrid Protocol)	1212593