

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unisys Corporation		10/05/2017	Corporation:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1814066	UNISYS	
Registration Number:	4834443	CHOREOGRAPHER	
Registration Number:	4740333	ONE PLATFORM. NO SECOND THOUGHTS.	
Registration Number:	4945240	UNISYS STEALTH	
Registration Number:	4950846	AB SUITE	
Registration Number:	5125401	CLEARPATH FORWARD	
Registration Number:	4997364	LEIDA	
Registration Number:	2455513	UNISYS	
Registration Number:	4117355	S-PAR	
Registration Number:	865591	BURROUGHS	
Registration Number:	868643	BURROUGHS	
Registration Number:	515406	UNIVAC	
Registration Number:	1532743	UNISYS	
Registration Number:	2455492	UNISYS	
Registration Number:	1559781	MAPPER	
Registration Number:	1759607	UNISYS	
Registration Number:	2083268	CLEARPATH	
Registration Number:	3114620	AIRCORE	
Registration Number:	5007414	CLEARPATH	

CH \$640.00 1814066

Property Type	Number	Word Mark
Registration Number:	4955748	CLEARPATH CONNECTION
Registration Number:	2310113	INFOCONNECT
Registration Number:	5222379	CLEARPATH FORWARD
Registration Number:	5007420	CLEARPATH
Serial Number:	87237014	SECURING YOUR TOMORROW
Serial Number:	87551421	U

CORRESPONDENCE DATA

Fax Number: 2149813400
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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-30041
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	10/06/2017

Total Attachments: 4
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE ABL NOTES INTERCREDITOR AGREEMENT, DATED AS OF OCTOBER 5, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG UNISYS CORPORATION, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE 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 INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 5, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A. (“JPMorgan”), as Administrative Agent (in such capacity, together with its successors and permitted assigns, “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 5, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders, the Issuing Banks from time to time party thereto and JPMorgan, as Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Credit Agreement to guarantee the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, each Grantor has agreed, pursuant to the Security Agreement dated as of October 5, 2017 in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to grant liens on all of its Collateral (as defined in the Security Agreement) to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent 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 Secured Obligations, hereby grants to Administrative Agent 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 IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those Trademarks and material IP Licenses 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 Administrative Agent pursuant to the Security Agreement (which is hereby reaffirmed, ratified and confirmed) and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent 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.

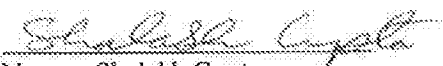
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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 a Grantor

By: 
Name: Shalabh Gupta
Title: Vice President and Treasurer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

REGISTERED TRADEMARKS

	MARK	STATUS	Registration No.	Renewal Date
1	UNISYS	Registered	1814066	12/28/2023
2	CHOREOGRAPHER	Registered	4834443	10/20/2025
3	ONE PLATFORM. NO SECOND THOUGHTS.	Registered	4740333	5/19/2025
4	UNISYS STEALTH	Registered	4945240	4/26/2021
5	AB SUITE	Registered	4950846	5/3/2026
6	ClearPath Forward	Registered	5125401	1/17/2027
7	LEIDA	Registered	4997364	7/12/2026
8	UNISYS	Registered	2455513	5/29/2021
9	S-PAR	Registered	4117355	3/27/2022
10	BURROUGHS	Registered	865591	3/4/2019
11	BURROUGHS	Registered	868643	4/29/2019
12	UNIVAC	Registered	515406	9/20/2019
13	UNISYS	Registered	1532743	4/4/2019
14	UNISYS	Registered	2455492	5/29/2021
15	MAPPER	Registered	1559781	10/10/2019
16	UNISYS (LOGO)	Registered	1759607	3/23/2023
17	CLEARPATH	Registered	2083268	7/29/2027
18	AIRCORE	Registered	3114620	7/11/2026
19	CLEARPATH	Registered	5007414	2/12/2018
20	CLEARPATH CONNECTION	Registered	4955748	5/10/2026
21	INFOCONNECT	Registered	2310113	1/25/2020
22	CLEARPATH FORWARD	Registered	5222379	6/13/2027
23	CLEARPATH	Registered	5007420	7/26/2026

TRADEMARK APPLICATIONS

	MARK	Application Number	Status
1	SECURING YOUR TOMORROW	87237014	Pending
2	U (CIRCLE U)	87551421	Pending

MATERIAL IP LICENSES

None