

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Providea Conferencing, LLC		09/22/2017	Limited Liability Company: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4409710	PROVIDEA	
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		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/09/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2017 (this "Agreement"), is entered into by and between Strategic Products and Services, LLC ("SPS"), Providea Conferencing, LLC ("Providea" and, together with SPS, the "Grantors" and each, individually, a "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"), ConvergeOne, Inc., a Minnesota corporation ("ConvergeOne"), 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), each 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.** Each 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.

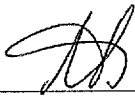
STRATEGIC PRODUCTS AND SERVICES, LLC

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

PROVIDEA CONFERENCING, LLC

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

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>
Strategic Products and Services, LLC	SWIFTSTOR	November 26, 2013	Registered	4441669
Strategic Products and Services, LLC	ADCAP NETWORK SYSTEMS	September 3, 2013	Registered	4394924
Strategic Products and Services, LLC	PREMIERNET	March 6, 2012	Registered	4110362
Strategic Products and Services, LLC	extrateam	November 20, 2012	Registered	4245388
Strategic Products and Services, LLC	EXTRATEAM	January 22, 2013	Registered	4278584
Providea Conferencing, LLC	PROVIDEA	October 1, 2013	Registered	4409710