

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADD-ON COMPUTER PERIPHERALS LLC		12/20/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GLAS TRUST CORPORATION LIMITED		
Street Address:	45 LUDGATE HILL		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JU		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5139060	VELOSO	
Serial Number:	87660051	CARRIER OPTICS	
Registration Number:	5126944	PROLINE	
Serial Number:	86833098	TRANSPORT OPTICS	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	33529.003		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	12/22/2017		
Total Attachments: 5			

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of December 20, 2017 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of GLAS TRUST CORPORATION LIMITED (“*GLAS*”), located at 45 Ludgate Hill, London EC4M 7JU, United Kingdom, as security trustee acting for the benefit of the Secured Parties (as defined in the Facilities Agreement referred to below) (in such capacity, “*Security Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Facilities Agreement, dated as of November 21, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Facilities Agreement*”), among HALO TECHNOLOGY BIDCO LIMITED, a company registered under the laws of Guernsey as the original borrower (the “*Company*” and together with any company which becomes an additional borrower, the “*Borrowers*”, and each a “*Borrower*”), HALO TECHNOLOGY MIDCO LIMITED, a company registered under the laws of Guernsey (“*Parent*”), as a guarantor, the subsidiaries of Parent signatory thereto as guarantors, the financial institutions from time to time party thereto as lenders (each a “*Lender*” and, collectively, the “*Lenders*”), BARINGS GLOBAL ADVISERS LIMITED as mandated lead arranger, GLOBAL LOAN AGENCY SERVICES LIMITED, as agent for the Lenders, and GLAS TRUST CORPORATION LIMITED, as security agent (the “*Security Agent*”), the Lenders have severally agreed to make Facilities and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Facilities Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of December 20, 2017, in favor of the Security Agent (as may be 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 Security 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 Facilities and other financial accommodations to the Borrowers pursuant to the Facilities Agreement, each Grantor agrees with the Security Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Facilities Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Facilities 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 Security 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 Security 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 Security Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

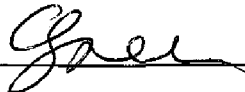
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Facilities Agreement and the Security 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.

ADD-ON COMPUTER PERIPHERALS
LLC, a California limited liability company,
as a Grantor

By:  _____

Name: Caroline Green

Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006235 FRAME: 0201

GLAS TRUST CORPORATION LIMITED,

as Security Agent

By: 

Name: Bob K. McInnis

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

Company	Registration Number	Jurisdiction	Trademark	Registration Date
Add On Computer Peripherals, LLC	5,139,060	United States of America	VELOSO	February 7, 2017
Add On Computer Peripherals, LLC	87,660,051 (Serial Number)	United States of America	CARRIER OPTICS	October 25, 2015 (Filing Date)
Add On Computer Peripherals, LLC	5,126,944	United States of America	PROLINE	January 24, 2017
Add On Computer Peripherals, LLC	86,833,098 (Serial Number)	United States of America	TRANSPORT OPTICS	November 27, 2015 (Filing Date)