

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arrow Systems Integration, Inc.		04/10/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	bank organized and existing under the laws of Switzerland: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1550512	SHARED TECHNOLOGIES INC.	
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:	030786-0871		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	04/11/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 10, 2018 (this "Agreement"), is entered into by and among CONVERGEONE, INC., PROVIDEA CONFERENCING, LLC, ARROW SYSTEMS INTEGRATION, INC. (the "Grantors" and each a "Grantor") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, 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 the date hereof (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"), C1 Holdings Corp., a Delaware corporation (the "Borrower"), the Grantors, 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 the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Holdings, the Borrower, the Lenders and Credit Suisse AG, Cayman Islands Branch, 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 acknowledges and affirms 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.

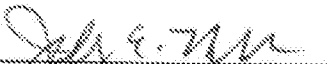
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


CONVERGEONE, INC.

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

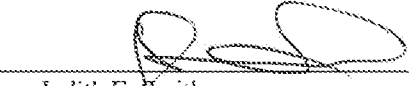
PROVIDEA CONFERENCING, LLC

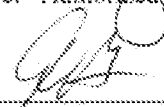
By: 
Name: Jeffrey Nachbor
Title: Treasurer and Chief Financial Officer

ARROW SYSTEMS INTEGRATION, INC.

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


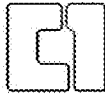
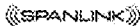
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Collateral Agent

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

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)	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

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
ConvergeOne, Inc. (as successor-in-interest of Alexander Open Systems, Inc.)		12/03/2013	Registered	4,442,340
ConvergeOne, Inc. (as successor-in-interest of Alexander Open Systems, Inc.)		04/09/2013	Registered	4,316,591
ConvergeOne, Inc.	SWIFTSTOR	November 26, 2013	Registered	4441669
ConvergeOne, Inc.	ADCAP NETWORK SYSTEMS	September 3, 2013	Registered	4394924
ConvergeOne, Inc.	PREMIERNET	March 6, 2012	Registered	4110362
ConvergeOne, Inc.	extrateam	November 20, 2012	Registered	4245388
ConvergeOne, Inc.	EXTRATEAM	January 22, 2013	Registered	4278584
Providea Conferencing, LLC	PROVIDEA	October 1, 2013	Registered	4409710
Arrow Systems Integration, Inc.	SHARED TECHNOLOGIES INC.	August 1, 1989	Registered	1550512