

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483705

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAL NET ENTERPRISES, LLC		07/27/2018	Limited Liability Company: CALIFORNIA
INHOUSE IT, LLC		07/27/2018	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	MADISON CAPITAL FUNDING LLC, AS AGENT
Street Address:	30 S. Wacker Drive, Suite 3700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3413259	CAL NET TECHNOLOGY GROUP
Registration Number:	3324715	TECMANAGE
Registration Number:	4488449	SYSMANAGE
Registration Number:	3523639	COMANAGE
Registration Number:	3450135	TECALERT
Registration Number:	4270592	INHOUSEIT
Registration Number:	3816085	INHOUSEIT
Registration Number:	4111317	IT
Registration Number:	4238232	INCLOUDIT
Registration Number:	4823817	INCLOUDIT YOUR LOCAL PRIVATE CLOUD

CORRESPONDENCE DATA

Fax Number:

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: 312-577-8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN

CH \$265.00 3413259

Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 214338-00375

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 07/27/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of July 27, 2018, by each of Cal Net Enterprises, LLC, a California limited liability company, and inhouseIT, LLC, a California limited liability company (each a “**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Nexus Technologies, LLC, a Colorado limited liability company (“**Nexus**”), Nexus, as Borrower Representative, the financial institutions party thereto from time to time (the “**Lenders**”) and Grantee have entered into that certain Credit Agreement dated as of December 5, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of December 5, 2017, by and among Grantee, each Grantor and the other Grantors (as defined therein) from time to time party thereto (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by each Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to each Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest

in each Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, including all renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by each Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

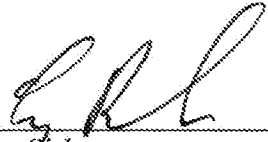
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use Trademark applications until such time, if any, as a "Statement of Use" or "Amendment to Allege Use" with respect to such Trademarks is filed and accepted, whereupon such acceptance, such Trademark applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

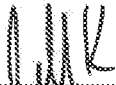
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

INHOUSEIT, LLC
CAL NET ENTERPRISES, LLC, each as a
Grantor

By: 
Name: Corey Sisler
Title: Chief Financial Officer and Secretary

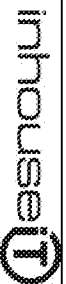

Agreed and accepted as of
the date first written above:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Wes Kerczynski
Title: Vice President

SCHEDULE A

Trademark Registrations¹

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date
CAL NET TECHNOLOGY GROUP	Cal Net Enterprises, LLC	78866300	4/20/06	3413259	4/15/08
TECMANAGE	Cal Net Enterprises, LLC	78974318	9/14/06	3324715	10/30/07
SYSMANAGE	Cal Net Enterprises, LLC	86017589	7/23/13	4488449	2/25/14
COMANAGE	Cal Net Enterprises, LLC	77384700	1/30/08	3523639	10/28/08
TECALERT	Cal Net Enterprises, LLC	77045085	11/15/06	3450135	6/17/08
	inhouseIT, LLC	85348539	6/16/11	4270592	1/8/13
INHOUSEIT	inhouseIT, LLC	77273581	9/6/07	3816085	7/13/10
	inhouseIT, LLC	85348549	6/16/11	4111317	3/13/12
INCLOUDIT	inhouseIT, LLC	85155941	10/19/10	4238232	7/12/11
INCLOUDIT YOUR LOCAL, PRIVATE CLOUD.	inhouseIT, LLC	86438304	10/29/14	4823817	5/5/15

Trademark Applications

None.

¹ Record holder of all trademarks is Cal Net Enterprises, Inc. or inhouseIT, LLC, as applicable. Assignments to be filed with United States Patent and Trademark Office on or about the date hereof.