

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495952

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Abcom Technology Group Inc.		10/29/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brookside Mezzanine Fund III, L.P.		
<b>Street Address:</b>	201 Tresser Boulevard		
<b>Internal Address:</b>	Suite 330		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2932800	ABCOM COMPUTER RENTAL INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	463898		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	10/30/2018		
<b>Total Attachments: 6</b>			
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**THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF OCTOBER 29, 2018 BY AND BETWEEN BROOKSIDE MEZZANINE FUND III, L.P., A DELAWARE LIMITED PARTNERSHIP, AND ANY TRANSFEREES OF SUBORDINATED DEBT (AS DEFINED IN THE SUBORDINATION AGREEMENT) PURSUANT TO THE SUBORDINATED CREDIT AGREEMENT (AS DEFINED IN THE SUBORDINATION AGREEMENT) THAT BECOME PARTY TO THE SUBORDINATION AGREEMENT BY EXECUTING A JOINDER TO THE SUBORDINATION AGREEMENT, (COLLECTIVELY, THE "SUBORDINATED CREDITORS") AND TWIN BROOK CAPITAL PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS AGENT (THE "SENIOR AGENT") FOR ALL SENIOR LENDERS (AS DEFINED IN THE SUBORDINATION AGREEMENT) PARTY TO THE SENIOR CREDIT AGREEMENT (AS DEFINED BELOW), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY ABCOM TECHNOLOGY GROUP INC. (THE "BORROWER") PURSUANT TO OR IN CONNECTION WITH THAT CERTAIN CREDIT AGREEMENT DATED AS OF OCTOBER 29, 2018 AMONG THE BORROWER, THE SENIOR LENDERS, AND THE SENIOR AGENT, AS SUCH CREDIT AGREEMENT IS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME (THE "SENIOR CREDIT AGREEMENT") AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.**

#### **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2018, is by ABCOM TECHNOLOGY GROUP INC., a Delaware corporation ("Grantor"), in favor of BROOKSIDE MEZZANINE FUND III, L.P., in its capacity as Agent ("Agent") for the Lenders (as hereinafter defined).

#### WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Loan Agreement dated as of the date hereof by and among Grantor, as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Agent and Lenders have agreed to make Loans for the benefit of Grantor and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement (as defined below)) their Affiliates, that certain Guarantee and Collateral Agreement

dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not defined therein, the Loan Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for Agent's benefit and for the benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest (subject to the existence of Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and Trademark License; and

(d) all products and proceeds (as that term is defined in the Code) of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark License or (ii) injury to the goodwill associated with any such Trademark; provided that the Trademark Collateral shall not include any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding, or cancellation, of such "intent to use" trademark applications under applicable federal law, it being understood that upon submission and acceptance by the United States Patent and Trademark of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such "intent to use" trademark application shall be considered Trademark Collateral.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the

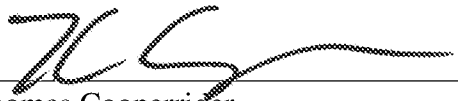
Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing first priority security interest in all Collateral (subject to the existence of Permitted Liens), whether or not listed on Schedule I.

*[signature pages follow]*

IN WITNESS WHEREOF, 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.

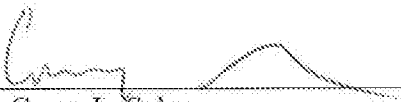
ABCOM TECHNOLOGY GROUP INC., a Delaware corporation, as Grantor

By:   
Name: Thomas Cooperrider  
Title: Vice President and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BROOKSIDE MEZZANINE FUND III, L.P.,  
as Agent

By Brookside Mezzanine Partners III, LLC, its General  
Partner

By:   
Name: Corey L. Sclar  
Title: Managing Partner

[Signature Page to Trademark Security Agreement (BMP)]

**TRADEMARK**  
**REEL: 006469 FRAME: 0857**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARKS

<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REG. NUMBER</b>	<b>REG. DATE</b>
ABCOM COMPUTER RENTAL INC.	78283976	Registered	2932800	03/15/2005

Schedule I

10665899v.2

**RECORDED: 10/30/2018**

**TRADEMARK**  
**REEL: 006469 FRAME: 0858**