

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (2L)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConvergeOne Inc.		01/04/2019	Corporation: MINNESOTA
Providea Conferencing, LLC		01/04/2019	Limited Liability Company: DELAWARE
Advantel, Incorporated		01/04/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UBS Stamford Branch, as administrative agent and collateral agent		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3925749	CONVERGEONE	
Registration Number:	3373445	PERFORMANCE READINESS CENTER	
Registration Number:	2942665	THE PEOPLE WHO KNOW COMMUNICATIONS	
Registration Number:	4389685	NACR OVATION	
Registration Number:	5182412	C1 CONVERGEONE	
Registration Number:	5177258	C1	
Registration Number:	2084788	EXTRAAGENT	
Registration Number:	3432797	SPANLINK	
Registration Number:	4442340	AOS EXPECT THE BEST!	
Registration Number:	4316591	AOSCLOUD	
Registration Number:	4441669	SWIFTSTOR	
Registration Number:	4394924	ADCAP NETWORK SYSTEMS	
Registration Number:	4245388	EXTRATEAM	
Registration Number:	4278584	EXTRATEAM	
Registration Number:	4409710	PROVIDEA	
Registration Number:	3672081	ADVANTEL	

CH \$415.00 3925749

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: 2136207848**Email:** iprecordations@whitecase.com**Correspondent Name:** Justine Lu/White & Case LLP**Address Line 1:** 555 South Flower Street, 2700**Address Line 4:** Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1112935-0075-S216
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NAME OF SUBMITTER:	Justine Lu
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SIGNATURE:	/Justine Lu/
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DATE SIGNED:	01/08/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of January 4, 2019, by ConvergeOne, Inc., Providea Conferencing, LLC and Advantel, Incorporated (each, individually, a “*Grantor*” and, collectively, the “*Grantors*”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as administrative agent and collateral agent (in such capacity, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Second Lien Guarantee and Collateral Agreement dated as of January 4, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security 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 Trademark Security Agreement

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations (other than contingent obligations), each Grantor, pursuant to the Security Agreement, did and hereby does, to the extent required by the Security Agreement, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title, and interest in or to any and all of the following assets and properties (to the extent that they are part of the Collateral) now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, 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, and all extensions or renewals thereof, including those registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I (the “*Trademarks*”);

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
- (d) the right to sue third parties for past, present and future infringements of any Trademark; and
- (e) all proceeds of and rights associated with the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Administrative 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 Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

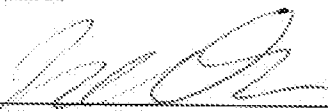
[Signature page follows]

IN WITNESS WHEREOF, each 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.

CONVERGEONE, INC.,
as a Grantor

By: 
Name: John A. McKenna, Jr.
Title: Chief Executive Officer

PROVIDEA CONFERENCING, LLC,
as a Grantor

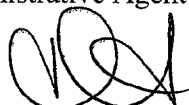
By: 
Name: John A. McKenna, Jr.
Title: Vice President

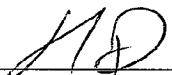
ADVANTEL INCORPORATED,
as a Grantor

By: 
Name: John A. McKenna, Jr.
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:
UBS AG, Stamford Branch,
as Administrative Agent



By: 
Name: Darlene Arias
Title: Director

By: 
Name: Housseem Daly
Title: Associate Director

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Application/ Registration No.</u>
ConvergeOne, Inc.	CONVERGEONE (Block Letters)	02/07/2007 03/01/11	76672322 3925749
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	PERFORMANCE READINESS CENTER (Block Letters)	03/02/2006 01/22/08	76656082 3373445
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	THE PEOPLE WHO KNOW COMMUNICATIONS (Word Only)	04/04/2003 04/19/05	76504164 2942665
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	NACR OVATION (Block Letters)	05/02/2012 08/20/13	85979410 4389685
ConvergeOne, Inc.	C1 CONVERGEONE 	08/20/15 04/11/17	86731352 5182412
ConvergeOne, Inc.	C1 Logo 	08/20/15 04/04/17	86731268 5177258
ConvergeOne, Inc. (as successor-in-interest of Spanlink Communications, Inc. by merger)	EXTRAAGENT	11/22/1995 07/29/1997	75023386 2084788
ConvergeOne, Inc. (as successor-in-interest of Spanlink	SPANLINK and Curved Lines Design	08/15/2005 05/20/2008	78692848 3432797

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Application/ Registration No.</u>
Communications, Inc. by merger)	(((SPANLINK)))		
ConvergeOne, Inc. (as successor-in- interest of Alexander Open Systems, Inc.)		08/24/2012 12/03/2013	85711900 4442340
ConvergeOne, Inc. (as successor-in- interest of Alexander Open Systems, Inc.)		08/02/2012 04/09/2013	85693779 4316591
ConvergeOne, Inc.	SWIFTSTOR	05/08/2013 11/26/2013	85926070 4441669
ConvergeOne, Inc.	ADCAP NETWORK SYSTEMS	07/30/2012 09/03/2013	85690366 4394924
ConvergeOne, Inc.	extrateam	03/30/2012 11/20/2012	85584326 4245388
ConvergeOne, Inc.	EXTRATEAM	03/30/2012 01/22/2013	85584319 4278584
Providea Conferencing, LLC	PROVIDEA	07/26/2012 10/01/2013	85688094 4409710
Advantel, Incorporated	ADVANTEL	08/02/2012 08/25/2009	77605991 3672081