

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConnectWise, LLC		02/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue		
Internal Address:	38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4718119	CHATASSIST	
Registration Number:	4234084	CONNECTWISE	
Registration Number:	5390009	CONNECTWISE AUTOMATE	
Registration Number:	5390010	CONNECTWISE CONTROL	
Registration Number:	5477078	CONNECTWISE MANAGE	
Registration Number:	5390007	CONNECTWISE SELL	
Registration Number:	4795115		
Registration Number:	4879854		
Registration Number:	4795074		
Registration Number:	4557506		
Registration Number:	5390814	HTG	
Registration Number:	5390821	IGNITING TRANSFORMATION	
Registration Number:	5555095	IT NATION	
Registration Number:	3847851	IT NATION	
Registration Number:	4368275	LABTECH	
Registration Number:	4553164	MODERNOFFICE	
Registration Number:	3608758	QUOSAL	
Registration Number:	3759850	QUOSAL	
TRADEMARK			

CH \$565.00 4718119

Property Type	Number	Word Mark
Registration Number:	3810575	SILOS OF CHAOS
Registration Number:	4957562	USERCENTRIC
Serial Number:	88044468	CONNECTWISE UNITE
Serial Number:	86562386	SYNERGY PLATFORM

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 058516-0020

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 02/28/2019

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "*Agreement*"), effective as of February 28, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the "*Grantors*" and each a "*Grantor*"), in favor of OWL ROCK CAPITAL CORPORATION ("*ORCC*"), as collateral agent acting for the benefit of the Secured Parties (in such capacity, "*Collateral Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 28, 2019 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among (i) CONNECTWISE HOLDINGS, LLC, a Delaware limited liability company ("*Parent*"), (ii) PROJECT BUCCANEER PURCHASER, LLC, a Delaware limited liability company ("*Merger Sub*") immediately prior to the consummation of the Merger (as defined below), as Borrower, (iii) CONNECTWISE, LLC, a Delaware limited liability company ("*Target*"), upon and after the consummation of the Merger, as Borrower, (iv) Subsidiaries of the Borrower signatory thereto as guarantors or thereafter designated as Guarantors, (v) the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), (vi) ORCC, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the "*Administrative Agent*") and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of February 28, 2019, in favor of the Collateral 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 Collateral 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 Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such 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, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under

and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

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 Collateral 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 Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

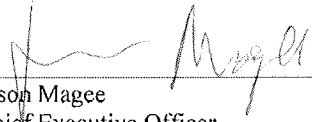
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security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

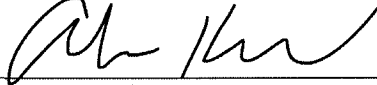
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONNECTWISE, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Jason Magee
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]


OWL ROCK CAPITAL CORPORATION,
as Collateral Agent


By: 
Name: Alan Kirshenbaum
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Grantor
CHATASSIST	86294743 5/29/2014	4718119 4/7/2015	Registered	ConnectWise, LLC
CONNECTWISE	85582483 3/28/2012	4234084 10/30/2012	Registered	ConnectWise, LLC
CONNECTWISE AUTOMATE	87438676 5/5/2017	5390009 1/30/2018	Registered	ConnectWise, LLC
CONNECTWISE CONTROL	87438717 5/5/2017	5390010 1/30/2018	Registered	ConnectWise, LLC
CONNECTWISE MANAGE	87497799 6/20/2017	5477078 5/22/2018	Registered	ConnectWise, LLC
CONNECTWISE SELL	87438625 5/5/2017	5390007 1/30/2018	Registered	ConnectWise, LLC
CONNECTWISE UNITE	88044468 7/19/2018	—	Pending	ConnectWise, LLC
Design only 	86507740 1/20/2015	4795115 8/18/2015	Registered	ConnectWise, LLC
Design only 	86507816 1/20/2015	4879854 1/5/2016	Registered	ConnectWise, LLC
Design only 	86507033 1/19/2015	4795074 8/18/2015	Registered	ConnectWise, LLC

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Grantor
Design only 	86046051 8/23/2013	4557506 6/24/2014	Registered	ConnectWise, LLC
HTG	87501334 6/22/2017	5390814 1/30/2018	Registered	ConnectWise, LLC
IGNITING TRANSFORMATION	87501446 6/22/2017	5390821 1/30/2018	Registered	ConnectWise, LLC
IT NATION	87775790 1/30/2018	5555095 9/4/2018	Registered	ConnectWise, LLC
IT NATION	77946606 2/27/2010	3847851 9/14/2010	Registered	ConnectWise, LLC
LABTECH	85790068 11/29/2012	4368275 7/16/2013	Registered	ConnectWise, LLC
MODERNOFFICE	85971694 6/27/2013	4553164 6/17/2014	Registered	ConnectWise, LLC
QUOSAL	77570425 9/15/2008	3608758 4/21/2009	Registered	ConnectWise, LLC
QUOSAL	77570428 9/15/2008	3759850 3/16/2010	Registered	ConnectWise, LLC
SILOS OF CHAOS	77869039 11/10/2009	3810575 6/29/2010	Registered	ConnectWise, LLC
SYNERGY PLATFORM	86562386 3/12/2015	—	Pending	ConnectWise, LLC
USERCENTRIC	86544386 2/24/2015	4957562 5/10/2016	Registered	ConnectWise, LLC