

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RENT-A-PC, INC.		03/22/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Brookside Mezzanine Fund III, L.P.		
Street Address:	201 Tresser Boulevard, Suite 330		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901-3435		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4022557	SMARTSOURCE	
Registration Number:	4434081	SMART STATION	
Registration Number:	1895477	BIT-BY-BIT	
CORRESPONDENCE DATA			
Fax Number:	2123361292		
<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>			
Phone:	2123362863		
Email:	IPDOCKETING@PBWT.COM		
Correspondent Name:	Jonah Rizzo-Bleichman, Esq.		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Patterson Belknap Webb & Tyler LLP		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Jonah Rizzo-Bleichman		
SIGNATURE:	/Jonah Rizzo-Bleichman/		
DATE SIGNED:	03/25/2019		
Total Attachments: 6			
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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 AMENDED AND RESTATED SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF MARCH 22, 2019 BY AND AMONG BROOKSIDE MEZZANINE FUND III, L.P., A DELAWARE LIMITED PARTNERSHIP, UNITED INSURANCE COMPANY OF AMERICA, A LIFE AND HEALTH INSURANCE COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF ILLINOIS, 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., RAPC HOLDING COMPANY, RENT-A-PC, INC., CR ACQUISITION CORP. AND CRE RENTAL CORP. (COLLECTIVELY, THE "BORROWERS") PURSUANT TO OR IN CONNECTION WITH THAT CERTAIN AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF MARCH 22, 2019 AMONG THE BORROWERS, THE SENIOR LENDERS, AND THE SENIOR AGENT, AS SUCH AMENDED AND RESTATED 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 March 22, 2019, is by RENT-A-PC, INC., a New York corporation ("Grantor"), in favor of BROOKSIDE MEZZANINE FUND III, L.P., in its capacity as Agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Senior Subordinated Loan Agreement dated as of the date hereof by and among Grantor, as Borrower, the other Borrowers from time to time party thereto, 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 Amended and Restated 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.

RENT-A-PC, INC., a New York corporation, as
Grantor

By: 

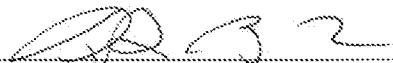
Name: Thomas Cooperrider

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: David D. Buttolph
Title: Managing Partner

[Signature Page to Trademark Security Agreement (BMP)]

TRADEMARK
REEL: 006599 FRAME: 0669

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS

TRADEMARK	STATUS	REG. NUMBER	REG. DATE
SMARTSOURCE	Registered	4,022,557	09/06/2011
SMART STATION	Registered	4,434,081	11/12/2013
BIT-BY-BIT	Registered	1,895,477	05/23/1995

Schedule I

10892962v.2

RECORDED: 03/25/2019

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