

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529577

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DecisionOne Corporation		06/26/2019	Corporation:
Maintech, Incorporated		06/26/2019	Corporation:

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking corporation: OHIO

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4665646	DECISIONONE
Registration Number:	1914652	ANAFIND
Registration Number:	2168647	DECISIONONE
Registration Number:	2268621	EXPERTONE
Registration Number:	4424087	GLODYNE
Registration Number:	2305117	LASER-XP
Registration Number:	2273902	LOGISTICSONE
Registration Number:	2268620	NETWORKONE
Registration Number:	3870210	YOUR TECHNOLOGY SUPPORT COMPANY
Registration Number:	2619291	MAINTECH

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

TRADEMARK

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	23793-30080
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/27/2019
Total Attachments: 5 source=D1MT- Trademark Security Agreement 245182642_1#page1.tif source=D1MT- Trademark Security Agreement 245182642_1#page2.tif source=D1MT- Trademark Security Agreement 245182642_1#page3.tif source=D1MT- Trademark Security Agreement 245182642_1#page4.tif source=D1MT- Trademark Security Agreement 245182642_1#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2019, is made by DecisionOne Corporation (“DecisionOne”), and Maintech, Incorporated (“Maintech” and together with DecisionOne, the “Grantors”, and each, a “Grantor”), in favor of Fifth Third Bank, an Ohio banking corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 26, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantors, the other Loan Parties (as defined therein) party thereto, Lenders and Agent, Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of June 26, 2019, in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guaranty the Guaranteed Obligations (as defined therein); and

WHEREAS, each Grantor is a party to the Guaranty and Security Agreement pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders and Agent to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to Grantors thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants, mortgages, pledges and hypothecates to Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its registrations and applications for registration for United States Trademarks included in the Collateral (other than those relating solely to Foreign Subsidiaries (as defined in the Credit Agreement)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by either Grantor in any Trademark application that is filed on an "intent-to-use" basis prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable United States law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

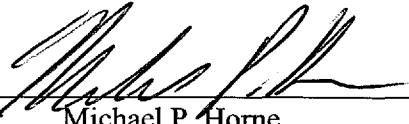
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

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.

DECISIONONE CORPORATION,
as Grantor

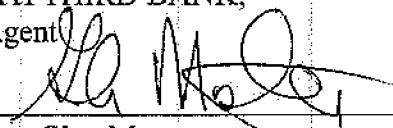
By: 
Name: Michael P. Horne
Title: Chief Financial Officer

MAINTECH, INCORPORATED,
as Grantor

By: 
Name: Michael P. Horne
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

FIFTH THIRD BANK,
as Agent

By: 
Name: Glen Mastey
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark Title	Registration No./ Serial No.	Registration Date
DecisionOne Corporation	DECISIONONE	4,665,646 86/053,443	January 6, 2015
DecisionOne Corporation	ANAFIND	1,914,652 74/523,477	August 29, 1995
DecisionOne Corporation	DECISIONONE	2,168,647 75/977,068	June 23, 1998
DecisionOne Corporation	EXPERTONE	2,268,621 75/450,779	August 10, 1999
DecisionOne Corporation	GLODYNE	4,424,087 85/704,142	October 29, 2013
DecisionOne Corporation	LASER-XP	2,305,117 75/322,139	January 4, 2000
DecisionOne Corporation	LOGISTICSONE	2,273,902 75/450,780	August 31, 1999
DecisionOne Corporation	NETWORKONE	2,268,620 75/450,776	August 10, 1999
DecisionOne Corporation	YOUR TECHNOLOGY SUPPORT COMPANY	3,870,210 78/883,737	November 2, 2010
Maintech, Inc.	MAINTECH	2,619,291 75/691,270	September 17, 2002

2. TRADEMARK APPLICATIONS

None.