

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iOffice, LP		10/18/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Crestline Direct Finance, L.P., as collateral agent		
Street Address:	c/o Crestline Investors, Inc.		
Internal Address:	201 Main Street, Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3072705	IOFFICE	
Registration Number:	4898982	WORKSPACE COWBOYS	
Registration Number:	4860266	I HELLO	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	898953-600008		
NAME OF SUBMITTER:	Debbie Wu		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	10/21/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2019 (this “**Agreement**”), made by each of the undersigned assignors (individually, an “**Assignor**,” and collectively, the “**Assignors**,” together with their successors and permitted assigns, collectively, the “**Assignors**”), and Crestline Direct Finance, L.P., as collateral agent (together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”), for the benefit of the Secured Parties (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of October 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among **iOffice, LP**, a Delaware limited partnership, **iOffice Acquisition Co., LP**, a Delaware limited partnership, certain other Subsidiaries of Holdings, the lenders party thereto from time to time, and Crestline Direct Finance, L.P., as Administrative Agent, Collateral Agent, and Sole Lead Arranger.

(2) In connection with the Credit Agreement, each Assignor is a party to a Pledge and Security Agreement, dated as of October 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Assignor, the other grantors named therein and the Collateral Agent, pursuant to which each Assignor has granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral described therein, including the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby covenants and agrees with the Collateral Agent and the other Secured Parties as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Assignor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on all of such Assignor’s right, title and interest in, to and under the following Collateral of each Assignor whether now owned or existing or hereafter acquired or arising and wherever located (all of the following, collectively, the “**Trademark Collateral**”):

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all extensions and renewals of any of the foregoing;

(vii) all trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all goodwill related to any of the foregoing; and

(xi) all proceeds of any and all of the foregoing; provided that the foregoing does not include any intent-to-use trademark application filed in the United States to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications or the trademark that is the subject thereof under application law; provided that the Trademark Collateral shall not include any Excluded Assets.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by each Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than the Remaining Obligations). Upon the termination of this Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Assignors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. JURY TRIAL WAIVER. EACH ASSIGNOR HEREBY AGREES TO WAIVE AND HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER CREDIT DOCUMENTS OR ANY DEALINGS RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE CREDIT DOCUMENTS, INCLUDING


CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

Section 7. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement.

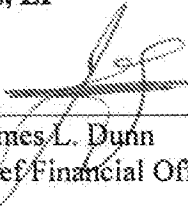
[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

MANAGERPLUS SOLUTIONS, LLC

By: 
Name: James L. Duan
Title: Chief Financial Officer

IOFFICE, LP

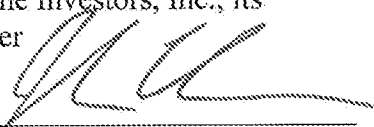
By: 
Name: James L. Duan
Title: Chief Financial Officer

Accepted and acknowledged by:

CRESTLINE DIRECT FINANCE, L.P.,
as the Collateral Agent

By: Crestline Direct Finance (GP),
L.L.C., its general partner

By: Crestline Investors, Inc., its
manager

By: 
Name: John S. Cochran
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006775 FRAME: 0611

Schedule A
to Collateral Assignment of Trademarks

<u>Owner</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Trademark</u>
Managerplus Solutions, LLC	77810612	3833898	MANAGERPLUS
Managerplus Solutions, LLC	77810613	3833899	M+
			M+ MANAGERPLUS and Design
Managerplus Solutions, LLC	77810615	3833900	
iOffice, LP	78192156	3072705	IOFFICE
iOffice, LP	86098918	4898982	WORKSPACE COWBOYS
			I HELLO and Design
iOffice, LP	86098937	4860266	