

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551511

| | | | |
|--|---|------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Continuum Managed Services Holdco, LLC | | 11/29/2019 | 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: 21 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4865318 | CONTINUUM | |
| Registration Number: | 4289964 | CONTINUUM | |
| Registration Number: | 4377201 | CONTINUUM | |
| Registration Number: | 4789618 | | |
| Registration Number: | 4980058 | ITSUPPORT247 | |
| Registration Number: | 4980067 | CONTINUITY247 | |
| Registration Number: | 5191771 | | |
| Registration Number: | 5032046 | | |
| Registration Number: | 4380775 | CONTINUUM | |
| Registration Number: | 5690984 | INTELLIMON | |
| Registration Number: | 3332964 | CONTINUOUS DATA PROTECTION | |
| Registration Number: | 3355664 | R1SOFT | |
| Registration Number: | 3415085 | DISK SAFE | |
| Registration Number: | 5831589 | CONTINUUM SECURITY | |
| Registration Number: | 4003816 | BRIGHTGAUGE | |
| Serial Number: | 88469001 | THE PLATFORM FOR WHAT'S NEXT | |
| Serial Number: | 88468966 | CONTINUUM FORTIFY | |
| Serial Number: | 88468977 | CONTINUUM RECOVER | |
| TRADEMARK | | | |

OP \$540.00 4865318

| Property Type | Number | Word Mark |
|----------------|----------|-------------------|
| Serial Number: | 88468884 | CONTINUUM COMMAND |
| Serial Number: | 88468858 | CONTINUUM ASSIST |
| Serial Number: | 88468916 | CONTINUUM ENABLE |

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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

| | |
|---------------------------|---------------|
| NAME OF SUBMITTER: | Linda Kastner |
|---------------------------|---------------|

| | |
|-------------------|------|
| SIGNATURE: | /lk/ |
|-------------------|------|

| | |
|---------------------|------------|
| DATE SIGNED: | 12/02/2019 |
|---------------------|------------|

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 November 29, 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**”).

W I T N E S S E T H:

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 or otherwise become a party to 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, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. SECTION 6. Governing Law. Section 13.13 (Governing Law) of the Credit Agreement is hereby incorporated by reference, mutatis mutandis.

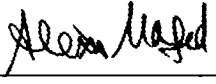
[Signature Pages Follow]

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.

CONTINUUM MANAGED SERVICES
HOLDCO, LLC,
Delaware limited liability company,
as a Grantor

By: 
Name: Joshua Poe
Title: Treasurer

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent




By: 

Name: Alexis Maged

Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

| Grantor | Trademark Name | Application No. | Filing Date | Registration No. | Registration Date |
|--|--|-----------------|-------------|------------------|-------------------|
| Continuum Managed Services Holdco, LLC | CONTINUUM | 86/311613 | 6/17/2014 | 4865318 | 12/8/2015 |
| Continuum Managed Services Holdco, LLC | CONTINUUM | 85/467366 | 11/8/2011 | 4289964 | 2/12/2013 |
| Continuum Managed Services Holdco, LLC | continuum CONTINUUM | 85/485151 | 12/1/2011 | 4377201 | 7/30/2013 |
| Continuum Managed Services Holdco, LLC |  SYNC247 LOGO | 86/482211 | 12/16/2014 | 4789618 | 8/11/2015 |
| Continuum Managed Services Holdco, LLC | ITSUPPORT247 | 86/482217 | 12/16/2014 | 4980058 | 6/14/2016 |
| Continuum Managed Services Holdco, LLC | CONTINUITY247 | 86/563214 | 3/13/2015 | 4980067 | 6/14/2016 |
| Continuum Managed Services Holdco, LLC |  CONTINUITY247 CONTINUITY247 LOGO | 86/563220 | 3/13/2015 | 5191771 | 4/25/2017 |
| Continuum Managed Services Holdco, LLC |  CONTINUITY247 LOGO | 86/978108 | 3/13/2015 | 5032046 | 8/30/2016 |

| Grantor | Trademark Name | Application No. | Filing Date | Registration No. | Registration Date |
|--|---|-----------------|-------------|------------------|-------------------|
| Continuum Managed Services Holdco, LLC | continuum CONTINUUM & Design (Orange Letters) | 85/485166 | 12/1/2011 | 4380775 | 8/6/2013 |
| Continuum Managed Services Holdco, LLC | INTELLIMON | 88/046812 | 7/20/2018 | 5690984 | 3/5/2019 |
| Continuum Managed Services Holdco, LLC | CONTINUOUS DATA PROTECTION | 77/077579 | 1/7/2007 | 3332964 | 11/6/2007 |
| Continuum Managed Services Holdco, LLC | RISOFT | 77/146660 | 4/2/2007 | 3355664 | 12/18/2007 |
| Continuum Managed Services Holdco, LLC | DISK SAFE | 77032996 | 10/31/2006 | 3415085 | 4/22/2008 |
| Continuum Managed Services Holdco, LLC | CONTINUUM SECURITY | 88/046793 | 7/20/2018 | 5831589 | 08/13/2019 |
| Continuum Managed Services Holdco, LLC | BRIGHTGAUGE | 85/093919 | 7/27/2010 | 4003816 | 7/26/2011 |
| Continuum Managed Services Holdco, LLC | THE PLATFORM FOR WHAT'S NEXT | 88/469001 | 6/11/2019 | -- | -- |
| Continuum Managed Services Holdco, LLC | CONTINUUM FORTIFY | 88/468966 | 6/11/2019 | -- | -- |
| Continuum Managed Services Holdco, LLC | CONTINUUM RECOVER | 88/468977 | 6/11/2019 | -- | -- |
| Continuum Managed Services Holdco, LLC | CONTINUUM COMMAND | 88/468884 | 6/11/2019 | -- | -- |
| Continuum Managed Services Holdco, LLC | CONTINUUM ASSIST | 88/468858 | 6/11/2019 | -- | -- |
| Continuum Managed Services Holdco, LLC | CONTINUUM ENABLE | 88/468916 | 6/11/2019 | -- | -- |