

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Presidio LLC		12/19/2019	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 South Dearborn Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4656845	PRACTICAL THINKING FOR A CONNECTED WORLD	
<b>Registration Number:</b>	3162506	PRESIDIO	
<b>Registration Number:</b>	5443800	PRESIDIO CLOUD SOLUTIONS	
<b>Registration Number:</b>	5443801	PRESIDIO CLOUD SOLUTIONS	
<b>Registration Number:</b>	3925785	PRESIDIO NETWORKED SOLUTIONS	
<b>Serial Number:</b>	87009484	NGRM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	045494-0309		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	12/19/2019		

CH \$165.00 4656845

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2019 (this "Agreement"), by and among PRESIDIO LLC, a Georgia limited liability company, and Presidio Networked Solutions Group, LLC, a Delaware limited liability company, (each a "Grantor" and, collectively, the "Grantors") and JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Credit Agreement, dated as of December 19, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among PORT MERGER SUB, INC., a Delaware corporation (the "Initial Parent"), PRESIDIO, INC., a Delaware corporation (the "Target Parent") (with the Initial Parent to merge with and into the Target Parent on the Effective Date with the Target Parent as the surviving entity), PORT BORROWER SUB, INC., a Delaware corporation, as borrower (in such capacity, the "Initial Borrower"), PRESIDIO HOLDINGS, INC., a Delaware corporation (the "Target") (with the Initial Borrower to merge with and into the Target on the Effective Date with the Target as the surviving entity), the LENDERS party hereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent, and the various other parties thereto and (b) that certain Collateral Agreement, dated as of December 19, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Target, the Target Parent, the Initial Borrower, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantors are each an Affiliate of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I, all extensions or renewals thereof, all goodwill associated therewith or symbolized by the foregoing; and all rights to sue for past, present and future infringements of any of the foregoing (the "Trademark Collateral"); *provided* that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


PRESIDIO LLC, as Grantor

By: 

Name: Neil O. Johnston

Title: Authorized Signatory

PRESIDIO NETWORKED SOLUTIONS GROUP,  
LLC, as Grantor

By:   
Name: Neil O. Johnston  
Title: Authorized Signatory

**JPMORGAN CHASE BANK, N.A.,**  
as Collateral Agent

By: 

Name: Douglas Panchal

Title: Executive Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**

**REEL: 006821 FRAME: 0154**

Schedule I  
to Trademark Security Agreement

1. Trademark Registrations and Applications in the United States Patent and Trademark Office

Trademark	Registered Number	Registration Date	Owner Name
EMERGENT NETWORKS	3,619,035	5/12/2009	Presidio Networked Solutions Group, LLC
NGRM	87009484 (Serial no.)	<i>Allowed, not registered</i>	Presidio LLC
NGRM & Design	87009488 (Serial no.)  ITU	<i>Allowed, not registered</i>	Presidio LLC
PRACTICAL THINKING FOR A CONNECTED WORLD	4,656,845	12/16/2014	Presidio LLC
PRESIDIO	3,162,506	10/24/2006	Presidio LLC
PRESIDIO CLOUD SOLUTIONS	5,443,800	4/10/2018	Presidio LLC
PRESIDIO CLOUD SOLUTIONS & Design	5,443,801	4/10/2018	Presidio LLC
PRESIDIO NETWORKED SOLUTIONS	3,925,785	3/01/2011	Presidio LLC
IPLOGIC CONNECT COMMUNICATE COMPETE BETTER. & Design	3,711,015	11/17/2009	Presidio Networked Solutions Group, LLC