

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Presidio Networked Solutions Group, LLC		12/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3619035	EMERGENT NETWORKS	
Registration Number:	3711015	IPLOGIC CONNECT COMMUNICATE COMPETE BETT	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	045494-0309		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	12/19/2019		
Total Attachments: 6			
source=Presidio - Trademark Security Agreement Executed#page1.tif			
source=Presidio - Trademark Security Agreement Executed#page2.tif			
source=Presidio - Trademark Security Agreement Executed#page3.tif			

CH \$65.00 3619035

source=Presidio - Trademark Security Agreement Executed#page4.tif

source=Presidio - Trademark Security Agreement Executed#page5.tif

source=Presidio - Trademark Security Agreement Executed#page6.tif

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

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