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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM559921 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Presido Networked Solutions Group, LLC		01/22/2020	Limited Liability Company: GEORGIA

### **RECEIVING PARTY DATA**

Name:	Delaware Trust Company, as Collateral Agent	
Street Address:	251 Little Falls Drive	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19808	
Entity Type:	State Chartered Trust Company, Delaware: DELAWARE	

### **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

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:** 2129061216

**Email:** jessica.bajada-silva@lw.com

Correspondent Name: Latham & Watkins LLP c/o J. Bajada-Silva

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	45494-0309	
NAME OF SUBMITTER:	Jessica Bajada-Silva	
SIGNATURE:	/s/ Jessica Bajada-Silva	
DATE SIGNED:	01/31/2020	

### **Total Attachments: 4**

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TRADEMARK REEL: 006853 FRAME: 0650 source=Port - Notes Trademark Security Agreement [Executed]\_113141501\_1\_0#page4.tif

TRADEMARK REEL: 006853 FRAME: 0651 TRADEMARK SECURITY AGREEMENT, dated as of January 22, 2020 (this "<u>Agreement</u>"), by and among PRESIDIO LLC, a Georgia limited liability company, and Presidio Networked Solutions Group, LLC, a Delaware limited liability company, (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>") and Delaware Trust Company, as collateral agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is made to (a) that certain Indenture, dated as of January 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), by and among the Issuer, the guarantors from time to time party thereto and Delaware Trust Company, as Trustee and as Collateral Agent (in such capacity, the "Collateral Agent") and (b) that certain Notes Collateral Agreement, dated as of January 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Issuer, the other Grantors from time to time party thereto and the Collateral Agent. Pursuant to the Collateral Agreement, the Grantor agreed to execute this Agreement in order to record the security interest granted to the Collateral Agent for the benefit of the Initial Additional First Lien Secured Parties with the United States Patent and Trademark Office. 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. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Indenture, 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 Initial Additional First Lien 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 Initial Additional First Lien 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. <u>Collateral Agreement</u>. 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. <u>Counterparts</u>. 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.

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

PRESIDIO NETWORKED SOLUTIONS GROUP, LLC

PRESIDIO LLC

as Grantors

By: Name:

Name: Neil O. Johnstol

Title: Authorized Signatory

**REEL: 006853 FRAME: 0653** 

DELAWARE TRUST COMPANY, not in its individual capacity but solely in its capacity as Collateral Agent

By:

Name: Thomas Musarra Title: Vice President

# 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.)	Allowed, not registered	Presidio LLC
NGRM & Design	87009488 (Serial no.) ITU	Allowed, not registered	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

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RECORDED: 01/31/2020

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