

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574162

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stratos Management Systems, Inc.		04/07/2020	Corporation: DELAWARE
American Virtual Cloud Technologies, Inc.		04/07/2020	Corporation: DELAWARE
First Byte Computers, Inc.		04/07/2020	Corporation: MINNESOTA
Computex, Inc.		04/07/2020	Corporation: TEXAS
eNETsolutions, L.L.C.		04/07/2020	Limited Liability Company: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	COMERICA BANK
<b>Street Address:</b>	8850 Boedeker Street, 4th Floor
<b>Internal Address:</b>	MC 6595
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75225
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	5825257	HARDWARE. SOFTWARE. BRAINWARE.
<b>Registration Number:</b>	4905562	COMPUTEX TECHNOLOGY SOLUTIONS
<b>Registration Number:</b>	4718892	COMPUTEX

## CORRESPONDENCE DATA

Fax Number: 2147455390

*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: 2147455612

Email: ngraham@winstead.com

Correspondent Name: Nancy Graham c/o WINSTEAD PC

Address Line 1: 2728 N. Harwood Street

Address Line 2: Suite 500

Address Line 4: Dallas, TEXAS 75201

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	3134-1976
<b>NAME OF SUBMITTER:</b>	Nancy Graham
<b>SIGNATURE:</b>	/Nancy Graham/
<b>DATE SIGNED:</b>	04/29/2020

**Total Attachments: 9**

source=06. Amended and Restated Intellectual Property Security Agreement - Executed#page1.tif  
source=06. Amended and Restated Intellectual Property Security Agreement - Executed#page2.tif  
source=06. Amended and Restated Intellectual Property Security Agreement - Executed#page3.tif  
source=06. Amended and Restated Intellectual Property Security Agreement - Executed#page4.tif  
source=06. Amended and Restated Intellectual Property Security Agreement - Executed#page5.tif  
source=06. Amended and Restated Intellectual Property Security Agreement - Executed#page6.tif  
source=06. Amended and Restated Intellectual Property Security Agreement - Executed#page7.tif  
source=06. Amended and Restated Intellectual Property Security Agreement - Executed#page8.tif  
source=06. Amended and Restated Intellectual Property Security Agreement - Executed#page9.tif

**AMENDED AND RESTATED INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of April 7, 2020, is made by STRATOS MANAGEMENT SYSTEMS, INC. (f/k/a Tango Merger Sub Corp.), a Delaware corporation and successor by merger to Stratos Management Systems, Inc. (“Stratos”), AMERICAN VIRTUAL CLOUD TECHNOLOGIES, INC. (f/k/a Pensare Acquisition Corp.), a Delaware corporation (“Parent” and together with Stratos, collectively and individually, “Borrower”), First Byte Computers, Inc., a Minnesota corporation, Computex, Inc., a Texas corporation, and eNETsolutions, L.L.C., a Texas limited liability company (collectively, including Borrower, the “Grantor”), in favor of Comerica Bank (the “Secured Party”).

WHEREAS, Borrower and the Secured Party have entered into a Credit Agreement dated as of December 18, 2017 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, Grantor (other than Borrower and Parent) executed a Guaranty dated as of December 18, 2017 in favor of Secured Party (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty”).

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Credit Agreement, the Grantor (other than Parent) has executed and delivered in favor of the Secured Party that certain Security Agreement dated as of December 18, 2017 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantor (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

**SECTION 3. Recordation.** The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

**SECTION 4. Execution in Counterparts.** This IP Security Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party. **Secured Party may remove the signature pages from one or more counterparts and attach them to any other counterpart for the purpose of having a single document containing the signatures of all parties.** Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy, emailed portable document format (“pdf”), or tagged image file format (“tiff”) or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this IP Security Agreement. Any party sending an executed counterpart of a signature page to this IP Security Agreement by telecopy, pdf, tiff or any other electronic means shall also send the original thereof to Secured Party within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this IP Security Agreement.

**SECTION 5. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in

the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

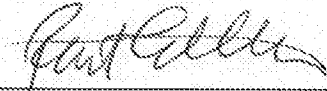
SECTION 7. Amendment and Restatement. This Agreement amends, restates and replaces in its entirety that certain Intellectual Property Security Agreement, dated as of December 18, 2017 between Grantor (other than Parent) and Comerica Bank (the “Prior IP Security Agreement”), as amended or otherwise modified from time to time, so as to preserve the perfection of the liens and security interest established by the Prior IP Security Agreement and nothing contained herein shall be deemed to alter or impair the liens and security interest established by the Prior IP Security Agreement, which liens and security interest remain in full force and effect with all priorities unchanged. The parties hereto do not intend this Agreement nor the transactions contemplated hereby to be, and this Agreement and the transactions contemplated hereby shall not be construed to be, a novation of any of the obligations owing by Grantor or any other Credit Party under or in connection with any of the Loan Documents. The parties agree that any reference to the Prior IP Security Agreement in any such Loan Document shall be deemed to be a reference to this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GRANTORS:

**STRATOS MANAGEMENT SYSTEMS, INC.,  
AMERICAN VIRTUAL CLOUD  
TECHNOLOGIES, INC.,**

By:   
Name: Dr. Robert Willis  
Title: President of each entity listed above

**FIRST BYTE COMPUTERS, INC.,  
COMPUTEX, INC., and  
ENETSOLUTIONS, L.L.C.**

By: \_\_\_\_\_  
Sam Haffar  
Chief Executive Officer of each entity listed  
above

Address for Notices:

5355 W. Sam Houston Parkway N., Suite 390  
Houston, Texas 77041

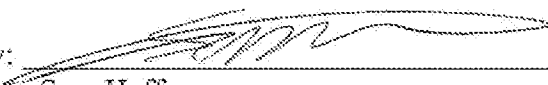
IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GRANTORS:

**STRATOS MANAGEMENT SYSTEMS, INC.,  
AMERICAN VIRTUAL CLOUD  
TECHNOLOGIES, INC.,**

By: \_\_\_\_\_  
Name: Dr. Robert Willis  
Title: President of each entity listed above

**FIRST BYTE COMPUTERS, INC.,  
COMPUTEX, INC., and  
ENETSOLUTIONS, L.L.C.**

By:  \_\_\_\_\_  
Sam Haffar  
Chief Executive Officer of each entity listed  
above


Address for Notices:

5355 W. Sam Houston Parkway N., Suite 390  
Houston, Texas 77041

SECURED PARTY:

COMERICA BANK

By:

  
Julie M. Anderson  
Assistant Vice President

Address for Notices:

8850 Boedeker Street, 4<sup>th</sup> Floor  
MC 6595  
Dallas, Texas 75225



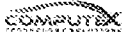
**SCHEDULE A**

**PATENTS**

1. None.

**SCHEDULE B**

**TRADEMARKS**

<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No.</b>
hardware. software. brainware.	88/195,508	5825257
COMPUTEX TECHNOLOGY SOLUTIONS & Design 	86/090,731	4905562
COMPUTEX	86/090,738	4718892

**SCHEDULE C**

**COPYRIGHTS**

Title of Work	Description of Work	Copyright Reg. No
Computex home study computer course.	Text	TX0002612614
Computex home study computer course: TX2612614.	Notice of Grant of Security Interest in Copyrights Computex, Inc. and Synovus Bank executed 10/03/2012	V9912D755