

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM573541

<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>
ESSEX TECHNOLOGY GROUP, INC.		04/20/2020	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Credit Lending Corporation		
<b>Street Address:</b>	200 Bay Street, Suite 3230		
<b>Internal Address:</b>	Royal Bank Plaza, South Tower		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2T6		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86913917	ESSEXTEC	
<b>Serial Number:</b>	86913958	ESSEXTEC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128767934		
<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>	3128763122		
<b>Email:</b>	hope.karmo@dentons.com		
<b>Correspondent Name:</b>	Dentons US LLP c/o Carol Anne Been		
<b>Address Line 1:</b>	P.O. Box #061080		
<b>Address Line 2:</b>	Wacker Drive Station, Willis Tower		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>ATTORNEY DOCKET NUMBER:</b>	15744294-000009		
<b>NAME OF SUBMITTER:</b>	Carol Anne Been		
<b>SIGNATURE:</b>	/cab13122/		
<b>DATE SIGNED:</b>	04/24/2020		
<b>Total Attachments: 3</b>			
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## GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

April 20, 2020

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, **ESSEX TECHNOLOGY GROUP, INC.** ("Grantor"), having its principal office at 201 West Passaic Street, Third Floor, Suite No. 303, Rochelle Park, New Jersey 07662, hereby grants to **CORTLAND CREDIT LENDING CORPORATION**, as Agent (in such capacity, "Grantee"), a security interest in (a) all of Grantor's right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the "Marks", and each, a "Mark"), (b) the goodwill of the businesses with which each Mark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Mark, unfair competition regarding any Mark or injury to the goodwill associated with any Mark, (d) all of Grantor's rights corresponding thereto throughout the world and (e) all proceeds and products of each Mark.

THIS GRANT is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in (i) that certain Credit Agreement dated as of October 5, 2018 (as amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement"), among Converge Canada Finance Corp., an Ontario corporation (the "Borrower"), the persons party thereto from time to time as lenders and Grantee, (ii) that certain Continuing Guarantee dated as of April 20, 2020 (as amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Guaranty") given by Grantor and others in favor of Grantee, and (iii) that certain Security Agreement dated as of April 20, 2020 (as amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Security Agreement"; and, together with the Credit Agreement and the Guaranty, the "Credit Documents") given by Grantor in favor of Grantee. Upon termination of the Credit Documents, Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor's request, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date set forth above.

GRANTOR:

**ESSEX TECHNOLOGY GROUP, INC.**

By:  \_\_\_\_\_

Name: Shaun Maine

Title: Chief Operating Officer

GRANT OF SECURITY INTEREST IN TRADEMARKS IN FAVOR OF  
CORTLAND CREDIT LENDING CORPORATION, AS AGENT  
(CREDIT ENHANCEMENT FACILITY)

SIGNATURE PAGE

**TRADEMARK**  
**REEL: 006927 FRAME: 0981**

**Schedule A to Grant of Security Interest in United States Trademarks**

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
ESSEXTEC	86913917	Pending	Pending
ESSEXTEC	86913958	5590678	October 23, 2018

GRANT OF SECURITY INTEREST IN TRADEMARKS IN FAVOR OF  
CORTLAND CREDIT LENDING CORPORATION, AS AGENT  
(CREDIT ENHANCEMENT FACILITY)

**RECORDED: 04/24/2020**

**TRADEMARK  
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