

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		05/29/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pomeroy Technologies, LLC		
Street Address:	1020 Petersburg Road		
City:	Hebron		
State/Country:	KENTUCKY		
Postal Code:	41048		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4224712	POMEROY INFRASTRUCTURE. OPTIMIZED.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ AG		
DATE SIGNED:	05/29/2020		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT ASSIGNMENT

This Trademark Security Agreement Assignment (this “Assignment”), dated as of May 29, 2020, is entered into and between Cortland Capital Market Services LLC, a Delaware limited liability company, as administrative agent and collateral agent for certain lenders, as secured party (in such capacity, “Collateral Agent”), and Pomeroy Technologies, LLC, a Delaware limited liability company (“Pomeroy”), to act as sub-agent for and on behalf of Collateral Agent (in such capacity, “Sub-Agent”).

WHEREAS, reference is made to (a) that certain Credit Agreement dated as of July 11, 2018, as modified by that certain Waiver and Consent Letter, executed on or about September 4, 2018, and as amended by that certain First Amendment to Credit Agreement, Waiver and Consent, dated as of June 12, 2019, that certain Second Amendment to Credit Agreement, dated as of July 18, 2019, that certain Incremental Amendment and Waiver to Credit Agreement, dated as of October 18, 2019, that certain Incremental Amendment and Waiver to Credit Agreement, dated as of October 31, 2019, that certain Incremental Amendment, Consent and Waiver to Credit Agreement, dated as of November 27, 2019, that certain Incremental Amendment and Waiver to Credit Agreement, dated as of November 29, 2019, that certain Incremental Amendment and Waiver (GIC) to Credit Agreement, dated as of November 29, 2019, that certain Incremental Amendment and Waiver, dated as of December 20, 2019, that certain Incremental Amendment and Waiver, dated as of January 16, 2020, that certain Incremental Amendment and Waiver, dated as of February 19, 2020, that certain Incremental Amendment and Waiver dated as of May 11, 2020, that certain Incremental Amendment and Waiver dated as of May 26, 2020 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among DIGITRAN INNOVATIONS B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) under the laws of the Netherlands, having its corporate seat (statutaire zetel) in Amsterdam, the Netherlands, with its registered office address at Gustav Mahlerplein 23A, Symp 5th, 1082 MS Amsterdam, the Netherlands, and registered with the Netherlands Commercial Register under number 69060355 (the “Dutch Borrower”), POMEROY SOLUTIONS HOLDING COMPANY, INC., a Delaware corporation (the “U.S. Borrower”, and together with the Dutch Borrower, the “Borrowers”), POMGEN HOLDINGS B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) under the laws of the Netherlands, having its corporate seat (statutaire zetel) in Amsterdam, the Netherlands, with its registered office address at Jachthavenweg 109 H, 1081 KM Amsterdam, the Netherlands, and registered with the Netherlands Commercial Register under number 72013389 (“Holdings”), OHENE HOLDINGS B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) under the laws of the Netherlands, having its corporate seat (statutaire zetel) in Amsterdam, the Netherlands, with its registered office address at Jachthavenweg 109 H, 1081 KM Amsterdam, the Netherlands and registered with the Netherlands Commercial Register under number 69058393 (“Ohene”), the LENDERS party thereto

(the “Lenders”), and CORTLAND CAPITAL MARKET SERVICES LLC, as Administrative Agent and Collateral Agent (in such capacities, the “Administrative Agent”), (b) that certain First Lien Guaranty and Security Agreement, dated as of July 11, 2018, made by and among the Borrowers, Holdings and the other Grantors party thereto in favor of Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), (c) that certain Trademark Security Agreement, dated as of July 11, 2018, made by and among, *inter alios*, Pomeroy IT Solutions Sales Company, Inc., a Delaware corporation with a mailing address of 1020 Petersburg Road, Hebron, Kentucky 41048 (“Pomeroy IT Solutions”) and Collateral Agent (the “Trademark Security Agreement”), (d) that certain Exchange Agreement, dated as of the date hereof, made by and among the Exchanging Creditors (as defined therein), Collateral Agent and Sub-Collateral Agent (the “Exchange Agreement”), (e) that certain Sub-Agency Agreement, dated as of May 28, 2020, made by and among the Collateral Agent and Sub-Collateral Agent (the “Sub-Agency Agreement”) and (f) that certain Acknowledgement, dated as of the date hereof, made by and among, *inter alios*, Pomeroy, as transferee of the Subject Collateral (as defined therein) (the “Acknowledgement”);

WHEREAS, numerous Events of Default (as defined in the Credit Agreement) have occurred and are continuing under the Credit Agreement;

WHEREAS, Collateral Agent, with a mailing address of 225 W. Washington Street, 9th Floor, Chicago, Illinois 60606, at the direction of and on behalf of the Lenders, has accelerated the Designated US Obligations (as defined in the Acceptance of Collateral Letter referenced below) which are secured by, among other things, certain collateral including all of Pomeroy IT Solutions’ right, title and interest in, to and under (i) the trade names, registered trademarks, trademark applications, registered service marks, and service mark applications listed on Schedule A (the “Trademark”), (ii) all renewals thereof, (iii) all goodwill of the business connected with the use of, and symbolized by, the Trademark, (iv) all products and proceeds of the foregoing, including (A) all income, royalties, damages, and payments now and hereafter due or payable under and without respect thereto, including damages and payments for past, present, or future infringements or dilution thereof or injury to the goodwill associated with the Trademark, and (B) the right to sue for past, present, and future infringements or dilution thereof, and (v) all of Pomeroy IT Solutions’ rights corresponding thereto throughout the world (collectively “Trademark Rights”);

WHEREAS, the Trademark Rights are registered in the name of Pomeroy IT Solutions;

WHEREAS, on April 28, 2020, Collateral Agent sent an authenticated Notice of Events of Default, Notice of Acceleration, and Demand for Payment, in accordance with Section 7.01 of the Credit Agreement;

WHEREAS, on April 28, 2020, Collateral Agent sent the certain letter regarding Proposal under Sections 9-620 and 9-621 of the New York Uniform Commercial Code – Secured Transactions (the “Acceptance of Collateral Letter”) to unconditionally accept the Subject Collateral described therein, including the Trademark Rights in exchange for partial satisfaction of the Designated US Obligations;

WHEREAS, Collateral Agent has (i) appointed the Sub-Collateral Agent as sub-agent for Collateral Agent solely in respect of the Subject Collateral pursuant to and in accordance with the terms of the Sub-Agency Agreement, and (ii) assigned, transferred and conveyed to the Sub-Collateral Agent all of Collateral Agent’s rights, title and interest in the Subject Collateral and Collateral Agent’s rights in respect of the Acceptance of Collateral Letter, pursuant to and in accordance with the terms of the Exchange Agreement, and as a result thereof, Sub-Collateral Agent is the secured party with respect to the Subject Collateral; and

WHEREAS, pursuant to and in accordance with the terms of the Acknowledgement, the Sub-Collateral Agent has acquired the Subject Collateral as of the Effective Time (as defined in the Acknowledgement).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows.

Section 1. Assignment. Collateral Agent hereby assigns, transfers and conveys to the Sub-Collateral Agent all of the Collateral Agent’s rights, title and interest in the Trademark Security Agreement solely with respect to the Trademark Rights.

Section 2. Representations, Warranties and Covenants of Collateral Agent. Assignor represents and warrants to Sub-Collateral Agent that (i) it has full power and authority, and has taken all actions necessary for it, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and

Section 3. Miscellaneous.

(a) This Assignment is intended solely to benefit the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(b) Neither this Assignment, nor any of the terms or provisions hereof, may be amended, modified, supplemented or waived, except by a written instrument signed by Collateral Agent and Sub-Agent (or, in the case of a waiver, by the party granting such waiver). No waiver of any of the provisions of this Assignment shall be deemed or shall

constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. No failure of any party hereto to insist upon strict compliance by any other party with any obligation, covenant, agreement or condition contained in this Assignment shall operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

(c) This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). This Assignment may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. Delivery of executed counterpart signature pages of this Assignment by facsimile or other electronic transmission shall be effective as delivery of original counterpart signature pages to this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

COLLATERAL AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC,
a Delaware limited liability company

By: J. K.
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Trademark Security Agreement Assignment]

SUB-AGENT:

POMEROY TECHNOLOGIES, LLC,
a Delaware limited liability company

By: 
Name: Christopher Froman
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement Assignment]

Schedule A

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
U.S.	POMEROY INFRASTRUCTURE. OPTIMIZED.	4224712	1/18/2012	10/16/2012