

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConvergeOne, Inc.		07/10/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as administrative agent and collateral agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Trust Company: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3925749	CONVERGEONE	
Registration Number:	3373445	PERFORMANCE READINESS CENTER	
Registration Number:	2942665	THE PEOPLE WHO KNOW COMMUNICATIONS	
Registration Number:	5182412	C1 CONVERGEONE	
Registration Number:	5177258	C1	
Registration Number:	4442340	AOS EXPECT THE BEST!	
Registration Number:	4441669	SWIFTSTOR	
Registration Number:	6028548	C1CONVERSATIONS	
Serial Number:	88653803	CHARGED BY GREATNESS	
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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1160019-0001-S216		

CH \$240.00 3925749

NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	07/13/2020
Total Attachments: 5 source=ConvergeOne - Trademark Security Agreement (Executed)#page1.tif source=ConvergeOne - Trademark Security Agreement (Executed)#page2.tif source=ConvergeOne - Trademark Security Agreement (Executed)#page3.tif source=ConvergeOne - Trademark Security Agreement (Executed)#page4.tif source=ConvergeOne - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of July 10, 2020, by ConvergeOne, Inc. (the “*Grantor*”), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as administrative agent and collateral agent (in such capacity, the “*Administrative Agent*”).

W I T N E S E T H:

WHEREAS, the Grantor is party to that certain First Lien Note Guarantee and Collateral Agreement dated as of July 10, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Note Purchase Agreement also apply to this Trademark Security 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 (other than contingent obligations), the Grantor, pursuant to the Security Agreement, did and hereby does, to the extent required by the Security Agreement, grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title, and interest in or to any and all of the following assets and properties (to the extent that they are part of the Collateral) now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I (the “*Trademarks*”);
- (b) all goodwill associated with or symbolized by the Trademarks;

- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
- (d) the right to sue third parties for past, present and future infringements of any Trademark; and
- (e) all proceeds of and rights associated with the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Administrative Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the other parties hereto with respect to the Trademark Collateral are more fully set forth in the Security 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 Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

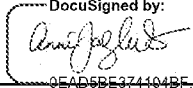
CONVERGEONE, INC.,
as a Grantor

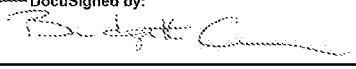
By: 
Name: Jeffrey Nachbor
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006997 FRAME: 0311

Accepted and Agreed:
DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Administrative Agent

DocuSigned by:

By: _____
Name: Annie Jaghatspanyan
Title: Vice President




DocuSigned by:

By: _____
Name: Bridgette Casanovas
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006997 FRAME: 0312

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
ConvergeOne, Inc.	CONVERGEONE (Block Letters)	02/07/2007 03/01/11	Registered	76672322 3925749
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	PERFORMANCE READINESS CENTER (Block Letters)	03/02/2006 01/22/08	Registered	76656082 3373445
ConvergeOne, Inc. (as successor-in-name of North American Communications Resource, Inc.)	THE PEOPLE WHO KNOW COMMUNICATIONS (Word Only)	04/04/2003 04/19/05	Registered	76504164 2942665
ConvergeOne, Inc.	C1 CONVERGEONE 	08/20/15 04/11/17	Registered	86731352 5182412
ConvergeOne, Inc.	C1 Logo 	08/20/15 04/04/17	Registered	86731268 5177258
ConvergeOne, Inc. (as successor-in-interest of Alexander Open Systems, Inc.)		08/24/2012 12/03/2013	Registered	85711900 4442340
ConvergeOne, Inc.	SWIFTSTOR	05/08/2013 11/26/2013	Registered	85926070 4441669
ConvergeOne, Inc.	CHARGED BY GREATNESS	10/14/2019	Pending	88653803
ConvergeOne, Inc.	C1CONVERSATIONS	09/12/2019 04/07/2020	Registered	88614154 6028548