

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607818

<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>
Park Place Technologies, LLC		11/10/2020	Limited Liability Company: DELAWARE
National Customer Engineering, Inc.		11/10/2020	Corporation: CALIFORNIA
Curvature LLC		11/10/2020	Limited Liability Company: CALIFORNIA
Curvature Technologies LLC		11/10/2020	Limited Liability Company: MASSACHUSETTS
Entuity, Inc.		11/10/2020	Corporation: NEW YORK
Custom Hardware Engineering & Consulting, LLC		11/10/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guggenheim Credit Services, LLC, as Collateral Agent		
<b>Street Address:</b>	330 Madison Avenue, 11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5746719	ALL ABOUT UPTIME	
<b>Registration Number:</b>	5746868	BEEN THERE. FIXED THAT.	
<b>Registration Number:</b>	5746720	BUNDLEIT	
<b>Registration Number:</b>	5707764	PARK PLACE TECHNOLOGIES	
<b>Registration Number:</b>	5707765	PARK PLACE TECHNOLOGIES	
<b>Registration Number:</b>	5371834	PARKVIEW	
<b>Registration Number:</b>	4819239	REDEFINING THE SERVICE EXPERIENCE	
<b>Registration Number:</b>	1700849	NCE	
<b>Registration Number:</b>	5310310	NCE COMPUTER GROUP	
<b>Registration Number:</b>	4769680	CURVATURE	
<b>Registration Number:</b>	4201036	NETSURE	

CH \$515.00 5746719

Property Type	Number	Word Mark
Registration Number:	4524740	NETWORK HARDWARE RESALE
Registration Number:	3582162	SINGLEPOINT
Registration Number:	3637087	REMOTE ENTERPRISE MONITORING
Registration Number:	2652105	EYE OF THE STORM
Registration Number:	3393772	ENTUITY
Registration Number:	2861554	E-LEM
Registration Number:	3501294	CHE CONSULTING, INC.
Registration Number:	3501296	CHE CONSULTING, INC.
Registration Number:	3767277	FIX-IT-FIRST

**CORRESPONDENCE DATA**

**Fax Number:** 6175269899

*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:** 6175269628

**Email:** cslattery@proskauer.com

**Correspondent Name:** Christine Slattery

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** One International Place, 23rd Floor

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	32155 / 013
<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	11/10/2020

**Total Attachments: 8**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of November 10, 2020, by and among **Park Place Technologies, LLC**, a Delaware limited liability company, **National Customer Engineering, Inc.**, a California corporation, **Curvature LLC**, a California limited liability company, **Curvature Technologies LLC**, a Massachusetts limited liability company, **Entuity, Inc.**, a New York corporation, **Custom Hardware Engineering & Consulting, LLC**, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”) and **GUGGENHEIM CREDIT SERVICES, LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, each Grantor is party to a Second Lien Pledge and Security Agreement, dated as of November 10, 2020 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of such Grantor, including those listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement and in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors, at the Grantors’ sole cost expense, and at the Grantors’ request, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, 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.

**PARK PLACE TECHNOLOGIES, LLC**

By:   
Name: Andrew Gehrlein  
Title: Chief Financial Officer

**NATIONAL CUSTOMER ENGINEERING,  
INC.**

By:   
Name: Andrew Gehrlein  
Title: Chief Financial Officer

**CURVATURE LLC**

By:   
Name: Andrew Gehrlein  
Title: Chief Financial Officer

**CURVATURE TECHNOLOGIES LLC**

By:   
Name: Andrew Gehrlein  
Title: Chief Financial Officer

**CUSTOM HARDWARE ENGINEERING &  
CONSULTING, LLC**

By: \_\_\_\_\_  
Name: Christopher Adams  
Title: President

IN WITNESS WHEREOF, 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.

**PARK PLACE TECHNOLOGIES, LLC**

By: \_\_\_\_\_  
Name: Andrew Gehrlein  
Title: Chief Financial Officer

**NATIONAL CUSTOMER ENGINEERING,  
INC.**

By: \_\_\_\_\_  
Name: Andrew Gehrlein  
Title: Chief Financial Officer

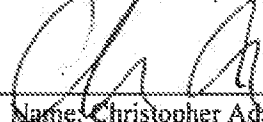
**CURVATURE LLC**

By: \_\_\_\_\_  
Name: Andrew Gehrlein  
Title: Chief Financial Officer

**CURVATURE TECHNOLOGIES LLC**

By: \_\_\_\_\_  
Name: Andrew Gehrlein  
Title: Chief Financial Officer

**CUSTOM HARDWARE ENGINEERING &  
CONSULTING, LLC**

By:  \_\_\_\_\_  
Name: Christopher Adams  
Title: President

ENTUITY, INC.

By:   
Name: Andrew Gehrlein  
Title: Chief Financial Officer

{Signature Page to Second Lien Trademark Security Agreement}

**TRADEMARK**  
**REEL: 007101 FRAME: 0014**

**ACCEPTED AND AGREED:**

**GUGGENHEIM CREDIT SERVICES, LLC, as  
Collateral Agent**

By \_\_\_\_\_

Name: Julio S. Serrano

Title: Senior managing Director



SCHEDULE I  
to  
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

Owner/Grantor	Trademark	Registration Number	Application Number	Jurisdiction	Status	Registration Date	Application Date
Park Place Technologies, LLC	ALL ABOUT UPTIME	5746719	87/767778	United States	Registered	05/07/2019	01/24/2018
	BEEN THERE. FIXED THAT.	5746868	87/797834	United States	Registered	05/07/2019	02/14/2018
	BUNDLEIT	5746720	87/767782	United States	Registered	05/07/2019	01/24/2018
	PARK PLACE TECHNOLOGIES	5707764	87/833681	United States	Registered	03/26/2019	03/14/2018
	PARK PLACE TECHNOLOGIES & Design	5707765	87/833683	United State	Registered	03/26/2019	03/14/2018
	PARKVIEW	5371834	87/976292	United States	Registered	01/02/2018	10/24/2016
	REDEFINING THE EXPERIENCE	4819239	86/331319	United States	Registered	09/22/2015	07/08/2014
National Customer Engineering Co. <sup>2</sup>	NCE	1700849	74/193,201	United States	Registered	07/14/1992	08/09/1991
National Customer Engineering, Inc. dba NCE Computer Group	NCE COMPUTER GROUP	5310310	74/193,201	United States	Registered	10/17/2017	03/02/2017
Curvature LLC	Curvature	4769680	86178953	United States	Registered	07/07/2015	01/29/2014
	Netsure	4201036	85384594	United States	Registered	09/04/2012	07/29/2011
	Network Hardware Resale and Design	4524740	85972192	United States	Registered	05/06/2014	06/27/2013
Curvature, Inc. <sup>3</sup>	SinglePoint	3582162	77211706	United States	Registered	03/03/2009	06/21/2007
	Remote Enterprise Monitoring	3637087	77606513	United States	Registered	06/09/2009	11/04/2008

<sup>2</sup> National Customer Engineering, Inc. is the Grantor under this Trademark Security Agreement.

<sup>3</sup> Curvature, Inc. is now known as Curvature Technologies LLC.

Owner/Grantor	Trademark	Registration Number	Application Number	Jurisdiction	Status	Registration Date	Application Date
	Remote Enterprise Monitoring	3637087	77606513	United States	Registered	06/09/2009	11/04/2008
Entuity, Inc.	Eye of the Storm	2652105	75398363	United States	Registered	Nov 19, 2002	Dec 1, 1997
Entuity, Inc.	Entuity	3393772	76109211	United States	Registered	Mar 11, 2008	Aug 15, 2000
CHE Consulting, Inc. (dba corporate name and the registrant name) <sup>3</sup>	E-LEM	2861554	78204169	United States	Registered	Jul 6, 2004	Jan 16, 2003
Custom Hardware Engineering & Consulting, Inc. <sup>4</sup>	CHE Consulting, Inc.	3501294	77383486	United States	Registered	Sep 16, 2008	Jan 29, 2008
Custom Hardware Engineering & Consulting, Inc. <sup>5</sup>	CHE Consulting stylized	3501296	77383561	United States	Registered	Sep 16, 2008	Jan 29, 2008
Curvature, Inc.	Fix-IT-First	3767277	77806658	United States	Registered	03/30/2010	08/18/2009

<sup>3</sup> Custom Hardware Engineering & Consulting, LLC is the Grantor under this Trademark Security Agreement.

<sup>4</sup> Custom Hardware Engineering & Consulting, LLC is the Grantor under this Trademark Security Agreement.

<sup>5</sup> Custom Hardware Engineering & Consulting, LLC is the Grantor under this Trademark Security Agreement.