

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unisys Corporation		10/29/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2 Peachtree St NW		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4950846	AB SUITE	
Registration Number:	3114620	AIRCORE	
Registration Number:	4834443	CHOREOGRAPHER	
Registration Number:	2083268	CLEARPATH	
Registration Number:	5007414	CLEARPATH	
Registration Number:	5007420	CLEARPATH	
Registration Number:	4955748	CLEARPATH CONNECTION	
Registration Number:	5125401	CLEARPATH FORWARD	
Registration Number:	5222379	CLEARPATH FORWARD	
Registration Number:	5854681	CLOUDFORTE	
Registration Number:	2310113	INFOCONNECT	
Registration Number:	1963313	INFOIMAGE	
Registration Number:	5586010	INFOIMAGE	
Registration Number:	4997364	LEIDA	
Registration Number:	5576363	LINESIGHT	
Registration Number:	4740333	ONE PLATFORM. NO SECOND THOUGHTS.	
Registration Number:	5353479	SECURING YOUR TOMORROW	
Registration Number:	5488158	U	
Registration Number:	1532743	UNISYS	

CH \$615.00 4950846

Property Type	Number	Word Mark
Registration Number:	1759607	UNISYS
Registration Number:	1814066	UNISYS
Registration Number:	2455513	UNISYS
Registration Number:	4945240	UNISYS STEALTH
Registration Number:	2455492	UNISYS

CORRESPONDENCE DATA

Fax Number: 2159863185

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: 2152741300

Email: tracey.cohen@unisys.com

Correspondent Name: UNISYS CORPORATION LAW DEPARTMENT

Address Line 1: 801 Lakeview Drive

Address Line 2: Suite 100

Address Line 4: Blue Bell, PENNSYLVANIA 19424

NAME OF SUBMITTER:	Lara C. Novino
SIGNATURE:	/Lara C. Novino/
DATE SIGNED:	11/19/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2020 is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”) in favor of Wells Fargo Bank, National Association, as collateral trustee (in such capacity, together with its successors and permitted assigns, “Collateral Trustee”) for the Secured Parties.

WITNESSETH:

WHEREAS, the Company and each of the Subsidiary Guarantors party thereto have entered into that certain Indenture, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Indenture”), with Wells Fargo Bank, National Association, as trustee (in such capacity and together with its successors in such capacity, the “Trustee”), pursuant to which the Company has issued 6.875% Senior Secured Notes due 2027 (together with any additional notes issued from time to time under the Indenture, the “Notes”);

WHEREAS, in connection with the Indenture, the Company, the Trustee and the Collateral Trustee have entered into that certain Collateral Trust Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Collateral Trust Agreement”), pursuant to which the Secured Parties appointed the Collateral Trustee to act as collateral trustee on behalf of the Secured Parties pursuant to this Agreement; and

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Collateral Trustee (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with the Collateral Trustee, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Pari Passu Lien Obligations of such Grantor, hereby grants to the Collateral Trustee for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all material IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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 Trustee pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The words "execution," "executed," "signed," "signature," "delivery" and words of like import in or relating to this Trademark Security Agreement or any document to be signed in connection with this Trademark Security Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

UNISYS CORPORATION,
as Grantor

By: 

Name: Michael M. Thomson

Title: Senior Vice President and Chief
Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Trustee

By: _____

Name: Stefan Victory

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007111 FRAME: 0331

IN WITNESS WHEREOF, each 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.

Very truly yours,

UNISYS CORPORATION,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Trustee

By: Stefan Victory
Name: STEFAN VICTORY
Title: VICE PRESIDENT

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS:

	MARK	STATUS	Registration No.	Renewal Date
1.	AB SUITE	Registered	4950846	03-May-2016
2.	AIRCORE	Registered	3114620	11-Jul-2006
3.	CHOREOGRAPHER	Registered	4834443	20-Oct-2015
4.	CLEARPATH	Registered	2083268	29-Jul-1997
5.	CLEARPATH	Registered	5007414	26-Jul-2016
6.	Clearpath	Registered	5007420	26-Jul-2016
7.	ClearPath Connection	Registered	4955748	10-May-2016
8.	ClearPath Forward	Registered	5125401	17-Jan-2017
9.	CLEARPATH FORWARD	Registered	5222379	13-Jun-2017
10.	CloudForte	Registered	5854681	10-Sep-2019
11.	INFOCONNECT	Registered	2310113	25-Jan-2000
12.	INFOIMAGE	Registered	1963313	19-Mar-1996
13.	INFOIMAGE	Registered	5586010	16-Oct-2018
14.	LEIDA	Registered	4997364	12-Jul-2016
15.	LineSight	Registered	5576363	02-Oct-2018
16.	ONE PLATFORM. NO SECOND THOUGHTS.	Registered	4740333	19-May-2015
17.	SECURING YOUR TOMORROW	Registered	5353479	12-Dec-2017
18.	U	Registered	5488158	05-Jun-2018
19.	UNISYS	Registered	1532743	04-Apr-1989
20.	UNISYS	Registered	2,455,492	29-May-2001
21.	UNISYS (LOGO)	Registered	1759607	23-Mar-2003
22.	UNISYS (LOGO)	Registered	1814066	28-Dec-2003
23.	UNISYS (LOGO)	Registered	2455513	29-May-2001
24.	UNISYS STEALTH	Registered	4945240	26-Apr-2016

2. TRADEMARK APPLICATIONS:

None.

3. TRADEMARK LICENSES UNDER WHICH A GRANTOR IS AN EXCLUSIVE LICENSEE:

None.