

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627164

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Enterprise Computing Services, L.L.C.		02/19/2021	Limited Liability Company: DELAWARE
MY IT, L.L.C.		02/19/2021	Limited Liability Company: DELAWARE
The Purple Guys, L.L.C.		02/19/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Kian Mezzanine Partners II, L.P.
Street Address:	4201 CONGRESS STREET
Internal Address:	ROTUNDA BUILDING, SUITE 440
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28209
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4498457	OPYN
Registration Number:	3072670	THE PURPLE GUYS

CORRESPONDENCE DATA

Fax Number:

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: 7043778156
Email: jcarusone@robinsonbradshaw.com
Correspondent Name: Jennifer Carusone
Address Line 1: 101 N. Tryon St. Suite 1900
Address Line 2: c/o Robinson, Bradshaw & Hinson, P.A.
Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER:	Jennifer Carusone
SIGNATURE:	/Jennifer Carusone/

DATE SIGNED:	02/19/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2021 (the “**Agreement**”), by and between ENTERPRISE COMPUTING SERVICES, L.L.C., a Delaware limited liability company (“**ECS**”), MY IT, L.L.C., a Delaware limited liability company (“**MyIT**”), THE PURPLE GUYS, L.L.C., a Delaware limited liability company (“**TPG**” and together with ECS and MyIT, each a “**Debtor**” and collectively, the “**Debtors**”), and KIAN MEZZANINE PARTNERS II, L.P., a Delaware limited partnership, as collateral agent (in such capacity, together with any successors in such capacity under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtors and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtors, the “**Borrowers**”), ECS ACQUISITION HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “**Guarantors**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Amended and Restated Senior Subordinated Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which, among other things, Debtors have granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtors grant to Secured Party a continuing security interest in, and lien on, all of the Patent & Trademark Collateral (defined below); and

WHEREAS, Debtors have duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtors agree, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, each Debtors does hereby mortgage,

pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of such Debtor (the “**Patent & Trademark Collateral**”), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;
- (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtors for the purpose of registering the security interest and lien of Secured Party in the Patent & Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtors’ expense, execute and deliver to Debtors all instruments and other documents as may be necessary to release the lien and security interest in the Patent & Trademark Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the Patent & Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Subordination and Intercreditor Agreement. Notwithstanding anything herein to the contrary, the obligations evidenced by this Agreement and the other Loan Documents, the Liens and security interests granted to the Secured Party, for its benefit and for the benefit of the Lenders, pursuant to the terms hereof and thereof and the exercise of any right

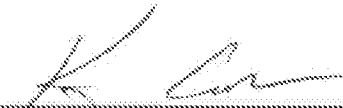
or remedy by the Secured Party hereunder or thereunder are subject to the provisions of the Senior Debt Subordination Agreement. In the event of any conflict between the terms of the Senior Debt Subordination Agreement and any other Loan Document, the terms of the Senior Debt Subordination Agreement shall govern. Notwithstanding anything that may be contained herein to the contrary, all of the provisions of the Loan Documents, including without limitation, the covenants of the Debtors contained herein and therein and all of the rights, remedies and powers provided for herein and therein, are subject to the provisions of the Senior Debt Subordination Agreement (it being understood that any breach by any Debtor of its obligations hereunder or thereunder shall nonetheless constitute a default (and to the extent provided herein or therein, a Default) hereunder or thereunder, as applicable). Subject to the foregoing, to the extent the provisions of this Agreement (or any other Loan Documents) require the delivery of, or control over, Patent & Trademark Collateral or the proceeds thereof to be granted to, or delivered to, the Secured Party at any time prior to the Payment in Full (as defined in the Senior Debt Subordination Agreement) of the Senior Debt (as defined in the Senior Debt Subordination Agreement), then delivery of such Patent & Trademark Collateral or the proceeds thereof (or control with respect thereto, and any related approval or consent rights) shall be deemed complied with and satisfied (or, in the case of any representation or warranty hereunder, shall be deemed to be true) if such delivery of Patent & Trademark Collateral or the proceeds thereof is made to, or such possession or control of Patent & Trademark Collateral or the proceeds thereof is with, the Senior Agent (as defined in the Senior Debt Subordination Agreement).

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

DEBTOR:

ENTERPRISE COMPUTING SERVICES, L.L.C.
a Delaware limited liability company

By: 
Name: Kevin Cook
Title: Chief Executive Officer

MY IT, L.L.C.
a Delaware limited liability company

By: 
Name: Kevin Cook
Title: Chief Executive Officer

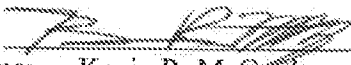
THE PURPLE GUYS, L.L.C.
a Delaware limited liability company

By: 
Name: Kevin Cook
Title: Chief Executive Officer

SECURED PARTY:

KIAN MEZZANINE PARTNERS II, L.P.

By: Kian Mezzanine Partners II GP, LLC, its
General Partner

By: 
Name: Kevin R. McCarthy
Title: Manager

[SIGNATURE/ACKNOWLEDGMENT PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007197 FRAME: 0849

Schedule 1

to

Trademark Security Agreement

Registered Trademarks and Applications for Registration of Trademarks:

Owner	Mark	Reg. No.	Country
Enterprise Computing Services, L.L.C.	OPYN	4498457	United States
The Purple Guys, L.L.C.	THE PURPLE GUYS	3072670	United States

Material Unregistered Trademarks:

My IT logo



(Social Media Header)

[SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT]

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