

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629268

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
System One Holdings, LLC		03/02/2021	Limited Liability Company: DELAWARE
TPGS, LLC		03/02/2021	Limited Liability Company: FLORIDA
JAK and Associates, LLC		03/02/2021	Limited Liability Company: ILLINOIS
Utility Partners of America, LLC		03/02/2021	Limited Liability Company: DELAWARE
Alta IT Services, LLC		03/02/2021	Limited Liability Company: MARYLAND
Ensign Plus, LLC		03/02/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Truist Bank
Street Address:	303 Peachtree Street, N.E., 25th floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3528919	SYSTEM ONE
Registration Number:	1535678	JOULE'
Registration Number:	1228724	JOULE
Registration Number:	2002828	JOULE
Registration Number:	5700286	SMARTPRO
Registration Number:	5446456	TEAMPEOPLE
Registration Number:	4547563	TPGS
Registration Number:	3832700	NTP WIRELESS
Registration Number:	3832701	NTP WIRELESS EVERY SITE, EVERY DAY
Registration Number:	6135334	UPA UTILITY PARTNERS OF AMERICA

CH \$390.00 3528919

Property Type	Number	Word Mark
Registration Number:	6124210	UTILITY PARTNERS OF AMERICA
Registration Number:	6118672	UPA
Registration Number:	4077810	COHESION
Registration Number:	2257145	CPSI
Registration Number:	5780201	ENSIGHT+

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: 2128192511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1135397-0136-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	03/02/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

WHEREAS, each of System One Holdings, LLC, a Delaware limited liability company, TPGS, LLC, a Florida limited liability company, JAK and Associates, LLC, an Illinois limited liability company, Utility Partners of America, LLC, a Delaware limited liability company, Alta IT Services, LLC, a Maryland limited liability company and Ensign Plus, LLC, a Delaware limited liability company (each referred to herein referred to as a “**Grantor**”, and collectively, the “**Grantors**”) own, the Trademark Collateral (as defined below);

WHEREAS, OCM System One Buyer CTB, LLC. (the “**Borrower**”), the Lenders party thereto, and Truist Bank, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of March 2, 2021 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of March 2, 2021, (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and Truist Bank, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), each Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in certain personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark registration and application thereof owned by any Grantor and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

Each Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of such Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower’s expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing is in effect all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.


The foregoing security interest has been granted under the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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. In the event of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Grantors, execute and deliver to the Grantors such documents, and take such other actions, as the Grantors shall reasonably request to evidence the termination of the security interests granted hereby.


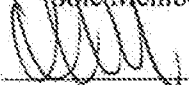
Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

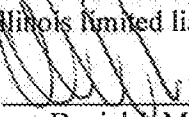
ALTA IT SERVICES, LLC,
a Maryland limited liability company, as a Grantor

By: 
Name: Daniel J. Moran
Title: Chief Financial Officer

ENSIGHT PLUS, LLC,
a Delaware limited liability company, as a Grantor

By: 
Name: All Systems Holding LLC
Its: Sole Member
By: 
Name: Daniel J. Moran
Title: Chief Financial Officer

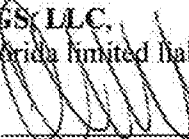
JAK AND ASSOCIATES, LLC,
an Illinois limited liability company, as a Grantor

By: 
Name: Daniel J. Moran
Title: Chief Financial Officer

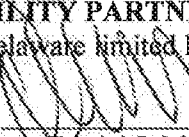
SYSTEM ONE HOLDINGS, LLC,
a Delaware limited liability company, as a Grantor

By: 
Name: Daniel J. Moran
Title: Chief Financial Officer

TPGS, LLC,
a Florida limited liability company, as a Grantor

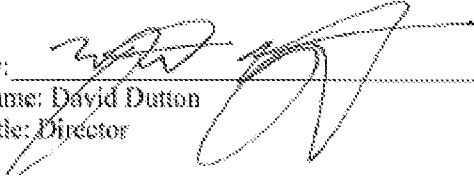
By: 
Name: Daniel J. Moran
Title: Chief Financial Officer

UTILITY PARTNERS OF AMERICA, LLC,
a Delaware limited liability company, as a Grantor

By: 
Name: Daniel J. Moran
Title: Chief Financial Officer

Acknowledged:

TRUIST BANK,
as Collateral Agent

By: 
Name: David Dutton
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007207 FRAME: 0848

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

U.S. Trademark Registrations:

Mark	Application No.	Filing Date	Registration No.	Registration Date	Owner
SYSTEM ONE	77374423	17-Jan-2008	3528919	04-Nov-2008	System One Holdings, LLC
JOULE' (Stylized) JOULÉ	73640991	23-Jan-1987	1535678	18-Apr-1989	System One Holdings, LLC
JOULE (Stylized) JOULE'	73285705	13-Nov-1980	1228724	22-Feb-1983	System One Holdings, LLC
JOULE (Stylized) JOULÉ	74723686	01-Sep-1995	2002828	24-Sep-1996	System One Holdings, LLC
SMARTPRO and Design 	87505736	26-Jun-2017	5700286	19-Mar-2019	System One Holdings, LLC
TEAMPEOPLE	87505502	26-Jun-2017	5446456	17-Apr-2018	System One Holdings, LLC
TPGS and Design 	86104037	29-Oct-2013	4547563	10-Jun-2014	TPGS, LLC
NTP WIRELESS	77692536	17-Mar-2009	3832700	10-Aug-2010	JAK and Associates, LLC
NTP WIRELESS EVERY SITE, EVERY DAY and Design 	77692574	17-Mar-2009	3832701	10-Aug-2010	JAK and Associates, LLC
UPA UTILITY PARTNERS OF AMERICA and Design 	88774043	27-Jan-2020	6135334	25-Aug-2020	Utility Partners of America, LLC

Mark	Application No.	Filing Date	Registration No.	Registration Date	Owner
UTILITY PARTNERS OF AMERICA	88770798	23-Jan-2020	6124210	11-Aug-2020	Utility Partners of America, LLC
UPA	88770808	23-Jan-2020	6118672	04-Aug-2020	Utility Partners of America, LLC
COHESION	85117227	27-Aug-2010	4077810	27-Dec-2011	Alta IT Services, LLC
CPSI	75487927	14-May-1998	2257145	29-Jun-1999	Alta IT Services, LLC
ENSIGHT+	88184628	07-Nov-2018	5780201	18-Jun-2019	Ensign Plus, LLC

U.S. TRADEMARK APPLICATIONS

None.