

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVCtechnologies USA Inc.		12/02/2021	Corporation: DELAWARE
Kandy Communications LLC		12/02/2021	Limited Liability Company: DELAWARE
Computex, Inc.		12/02/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as administrative agent		
Street Address:	311 South Wacker Drive		
Internal Address:	64th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5055120	KANDY	
Registration Number:	6489995	AVCT	
Registration Number:	6489996	AVCTECHOLOGIES	
Serial Number:	90263121	AMERICAN VIRTUAL CLOUD TECHNOLOGIES	
Registration Number:	6489997	AVC TECHNOLOGIES	
Registration Number:	4718892	COMPUTEX	
Registration Number:	5825257	HARDWARE. SOFTWARE. BRAINWARE.	
Registration Number:	4905562	COMPUTEX TECHNOLOGY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		

CH \$215.00 5055120

Address Line 2: 25th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 059816-0021

NAME OF SUBMITTER: Scott Kareff (059816-0021)

SIGNATURE: /kc for sk/

DATE SIGNED: 12/03/2021

Total Attachments: 5

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (“Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of December 2, 2021, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit

Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

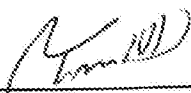
As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

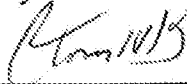
“Trademarks” means (a) all trademarks, trade names, corporate names, Grantors’ names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

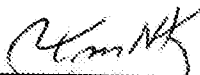
AVCTECHNOLOGIES USA INC., a Delaware corporation

By: 
Name: Thomas H. King
Title: Chief Financial Officer, Treasurer and Secretary

KANDY COMMUNICATIONS LLC, a Delaware limited liability company

By: 
Name: Thomas H. King
Title: Chief Financial Officer, Treasurer and Secretary

COMPUTEX, INC., a Texas corporation

By: 
Name: Thomas H. King
Title: Chief Financial Officer, Treasurer and Secretary

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: _____



Name: Joseph P. Valickus

Title: Director

[Trademark Security Agreement]

TRADEMARK
REEL: 007516 FRAME: 0425

**SCHEDULE 1
Trademark Collateral**

TRADEMARK	OWNER	Application/Registration No.	Filing/Registration Date
KANDY (and design)	AVCtechnologies USA Inc.	1851731	Aug-9-2017
KANDY in Chinese Characters (Class 42)	AVCtechnologies USA Inc.	29719579	Jan-14-2019
KANDY (with design)	AVCtechnologies USA Inc.	3200080	Mar-1-2016
KANDY (with design)	AVCtechnologies USA Inc.	3200079	Mar-1-2016
KANDY (with design)	AVCtechnologies USA Inc.	3200078	Mar-1-2016
KANDY (word mark)	AVCtechnologies USA Inc.	3200076	Mar-1-2016
KANDY (word mark)	AVCtechnologies USA Inc.	3200077	Mar-1-2016
KANDY (word mark)	AVCtechnologies USA Inc.	3200075	Mar-1-2016
KANDY (with design)	AVCtechnologies USA Inc.	5055120	Oct-4-2016
AVCT	American Virtual Cloud Technologies, Inc	6489995	Oct-19-2020
AVCTechnologies	American Virtual Cloud Technologies, Inc	6489996	Oct-19-2020
American Virtual Cloud Technologies, Inc.	American Virtual Cloud Technologies, Inc	90263121	Oct-19-2020 (application pending)
	American Virtual Cloud Technologies, Inc	6489997	Oct-19-2020
COMPUTEX	Computex, Inc.	4718892	Apr-14-2015
HARDWARE. SOFTWARE. BRAINWARE	Computex, Inc.	5825257	Aug-06-2019
COMPUTEX TECHNOLOGY SOLUTIONS (and design) 	Computex, Inc.	4905562	Feb-23-2016