

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708567

| | | | |
|---|---|---------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DecisionOne Corporation | | 01/18/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HSBC Bank USA, National Association | | |
| Street Address: | 452 Fifth Avenue | | |
| Internal Address: | c/o Issuer Services | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | National Banking Association: MARYLAND | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4665646 | D1 DECISIONONE | |
| Registration Number: | 2168647 | DECISIONONE | |
| Registration Number: | 3870210 | YOUR TECHNOLOGY SUPPORT COMPANY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175236850 | | |
| <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: | 617-523-2700 | | |
| Email: | susan.dinicola@hklaw.com,hunter.hullett@hklaw.com | | |
| Correspondent Name: | Holland & Knight LLP | | |
| Address Line 1: | 10 St. James Avenue | | |
| Address Line 4: | Boston, MASSACHUSETTS 02116 | | |
| NAME OF SUBMITTER: | Susan C. DiNicola | | |
| SIGNATURE: | /Susan C. DiNicola/ | | |
| DATE SIGNED: | 02/15/2022 | | |
| Total Attachments: 6 | | | |
| source=Soroc US Trademark Security Agreement#page1.tif | | | |
| source=Soroc US Trademark Security Agreement#page2.tif | | | |
| source=Soroc US Trademark Security Agreement#page3.tif | | | |

CH \$90.00 4665646

source=Soroc US Trademark Security Agreement#page4.tif
source=Soroc US Trademark Security Agreement#page5.tif
source=Soroc US Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Trademark Security Agreement**”) is made this 18th day of January 2022, by and among the grantor listed on the signature pages hereof (“**Grantor**”), and **HSBC BANK USA, NATIONAL ASSOCIATION**, a national banking association (“**HSBC**”), in its capacity as administrative agent for each of the Lending Parties (in such capacity, together with its successors and permitted assigns in such capacity, “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated as of December 21, 2020 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”), by and among by and among **SOROC PARENT GUARANTOR INC.**, a Delaware corporation (“**Parent**”), **SOROC TECHNOLOGY HOLDINGS LLC**, a Delaware limited liability company (“**Holdings**”), **SOROC TECHNOLOGY INC.**, an Ontario corporation (“**Technology**”; Holdings and Technology, each, a “**Borrower**” and, collectively, the “**Borrowers**”), the lenders party thereto as “**Lenders**” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “**Lender**”), and Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lending Parties are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor and the other Persons party thereto shall have executed and delivered to Agent, for the benefit of the Lending Parties, that certain Guaranty and Security Agreement, dated as of December 21, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Guaranty and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lending Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in **Section 1(b)** of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants to Agent, for the benefit each Lending Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of Grantor’s right, title and interest in and to the following (except to the extent any of the foregoing constitutes Excluded Property), whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on **Schedule I**;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other Lending Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lending Parties, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. [Reserved].

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:


DECISIONONE CORPORATION,
a Delaware corporation

By:  _____

Name: Joe Purcillo

Title: Chief Financial Officer

HSBC BANK USA, NATIONAL ASSOCIATION,
a national banking association, as Agent

By: 
Name: Asma Alghofailey
Title: Vice President

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Grantor | Country | Mark | Application/ Registration No. | App/Reg Date |
|---|----------------|---|--|---------------------|
| DecisionOne Corporation, a Delaware corporation | US | DECISIONONE & DESIGN  | RN: 4665646 SN: 86053443 | 1/6/2015 |
| DecisionOne Corporation, a Delaware corporation | US | DECISIONONE | RN: 2168647 SN: 75977068 | 06/23/1998 |
| DecisionOne Corporation, a Delaware corporation | US | YOUR TECHNOLOGY SUPPORT COMPANY | RN: 3870210 SN: 78883737 | 11/2/2010 |
| DecisionOne Corporation, a Delaware corporation | Canada | DECISIONONE & DESIGN  | TMA979442 | 8/28/2017 |
| DecisionOne Corporation, a Delaware corporation | Canada | XIDEX DESIGN  | TMA245409 | 5/23/1980 |
| DecisionOne Corporation, a Delaware corporation | Canada | DATAGRAPHIX XFP 2000 | TMA395289 | 3/6/1992 |
| DecisionOne Corporation, a Delaware corporation | Canada | DECISIONONE | TMA511793 | 5/13/1999 |

| | | | | |
|---|--------|-------------------------|------------|------------|
| Delaware corporation | | | | |
| DecisionOne Corporation, a Delaware corporation | Canada | D1 & DESIGN | TMA532,164 | 09/05/2000 |
| DecisionOne Corporation, a Delaware corporation | Canada | D1 DECISIONONE & DESIGN | TMA532,163 | 09/05/2000 |

Trademark Licenses

None.