

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744600

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONVERGE TECHNOLOGY SOLUTIONS US, LLC		07/27/2022	Limited Liability Company: DELAWARE
CREATIVE BREAKTHROUGHS, INC.		07/27/2022	Corporation: MICHIGAN
DASHER TECHNOLOGIES, INC.		07/27/2022	Corporation: CALIFORNIA
ESSEX TECHNOLOGY GROUP, INC.		07/27/2022	Corporation: NEW JERSEY
INFINITY SYSTEMS SOFTWARE INC.		07/27/2022	Corporation: NEW YORK
PARAGON DEVELOPMENT SYSTEMS, INC.		07/27/2022	Corporation: WISCONSIN
UNIQUE DIGITAL TECHNOLOGY, INC.		07/27/2022	Corporation: TEXAS
WORKGROUP CONNECTIONS, INC.		07/27/2022	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as Administrative Agent
Street Address:	10 S. Dearborn, Floor L2, IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	6005542	THE CBI PROCESS
Registration Number:	6005541	CBI
Registration Number:	6005540	CSM
Registration Number:	6005539	CBI ACADEMY
Registration Number:	6005538	CBI
Registration Number:	3621580	DASHER TECHNOLOGIES, INC.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3507834	DASHER TECHNOLOGIES
Registration Number:	5715855	ESSEXTEC
Registration Number:	5590678	ESSEXTEC
Registration Number:	3433145	ECAP
Registration Number:	2916778	QUICKLOAD
Registration Number:	2839206	RACK-N-ROLL
Registration Number:	2676936	UNISTAR
Registration Number:	2316995	INOVAR
Registration Number:	3120035	LIGHTHOUSE COMPUTER SERVICES

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.336
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	07/29/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this "Trademark Security Agreement"), dated as of July 27, 2022, is by ESSEX TECHNOLOGY GROUP, INC., INFINITY SYSTEMS SOFTWARE, INC., PARAGON DEVELOPMENT SYSTEMS, INC., UNIQUE DIGITAL TECHNOLOGY, INC., WORKGROUP CONNECTIONS, INC., CONVERGE TECHNOLOGY SOLUTIONS US, LLC, DASHER TECHNOLOGIES, INC. and CREATIVE BREAKTHROUGHS, INC. (each a "Grantor" and collectively, the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., TORONTO BRANCH (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, by and among Converge Technology Solutions Corp., Converge Technology Solutions US, LLC and Converge Technology Hybrid IT Solutions Europe Limited (the "Borrowers"), the Grantors, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, the Administrative Agent and the other Credit Parties party thereto from time to time (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, each Grantor executed and delivered to the Administrative Agent that certain U.S. Security Agreement of even date herewith (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, each Grantor has agreed to execute and deliver to the Administrative Agent 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Administrative Agent a continuing first priority (subject to Permitted Encumbrances) security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; *provided*, the Trademark Collateral shall not include any application to register any intent-to-use trademark or service mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark to the extent the creation of a security interest therein or the

grant of a mortgage thereon would void or invalidate such trademark or service mark; *provided*, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Administrative Agent with respect to any new registered trademarks of such Grantor. Without limiting such Grantor's obligations under this Section 4, each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new registered trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent in all the Trademark Collateral, whether or not listed on Schedule I.

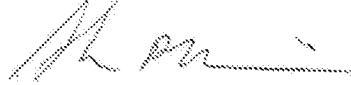
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

[signature page follows]

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.

CONVERGE TECHNOLOGY SOLUTIONS US, LLC
DASHER TECHNOLOGIES, INC.
INFINITY SYSTEMS SOFTWARE, INC.
PARAGON DEVELOPMENT SYSTEMS, INC.
UNIQUE DIGITAL TECHNOLOGY, INC.
WORKGROUP CONNECTIONS, INC.

Each by: 
Name: Shaun Maine
Title: Chief Operating Officer

CREATIVE BREAKTHROUGHS, INC.
ESSEX TECHNOLOGY GROUP, INC.

Each by: _____
Name: Cory Reid
Title: Chief Operating Officer

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.

CONVERGE TECHNOLOGY SOLUTIONS US, LLC
DASHER TECHNOLOGIES, INC.
INFINITY SYSTEMS SOFTWARE, INC.
PARAGON DEVELOPMENT SYSTEMS, INC.
UNIQUE DIGITAL TECHNOLOGY, INC.
WORKGROUP CONNECTIONS, INC.

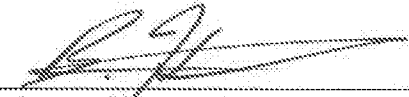
Each by: _____
Name: Shaun Maine
Title: Chief Operating Officer

CREATIVE BREAKTHROUGHS, INC.
ESSEX TECHNOLOGY GROUP, INC.

Each by: Cory Reid
Name: Cory Reid
Title: Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH,
as Administrative Agent

By: 
Name: Bassam Hammoud
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
THE CBI PROCESS	88393663	Registered	6005542	03/10/20	Creative Breakthroughs, Inc.
CBI	88393653	Registered	6005541	03/10/20	Creative Breakthroughs, Inc.
CSM	88393645	Registered	6005540	03/10/20	Creative Breakthroughs, Inc.
CBI ACADEMY	88393638	Registered	6005539	03/10/20	Creative Breakthroughs, Inc.
CBI	88393629	Registered	6005538	03/10/20	Creative Breakthroughs, Inc.
DASHER TECHNOLOGIES, INC.	77395390	Registered	3621580	05/19/09	Dasher Technologies, Inc.
DASHER TECHNOLOGIES	77395411	Registered	3507834	09/30/08	Dasher Technologies, Inc.
ESSEXTEC	86913917	Registered	5715855	04/02/19	Essex Technology Group, Inc.
ESSEXTEC	86913958	Registered	5590678	10/23/18	Essex Technology Group, Inc.
ECAP	78864743	Registered	3433145	05/20/08	Essex Technology Group, Inc.
QUICKLOAD	76490431	Registered	2916778	01/04/05	Infinity Systems Software, Inc.
RACK-N-ROLL	78148407	Registered	2839206	05/04/04	Paragon Development Systems, Inc.
UNISTAR	76314844	Registered	2676936	01/21/03	Unique Digital Technology, Inc.
INOVAR	75307046	Registered	2316995	02/08/20	Workgroup Connections, Inc.
Lighthouse Computer Services	78667682	Registered	3120035	07/25/06	Converge Technology Solutions US, LLC