

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755581

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Emtec Application Services, Inc.		08/31/2022	Corporation: DELAWARE
Emtec Global Services, LLC		08/31/2022	Limited Liability Company: DELAWARE
Emtec, Inc.		08/31/2022	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Cerberus Business Finance Agency LLC
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5923946	SHAREINTEGRATE
Registration Number:	4885297	CLEARCARE
Registration Number:	4836826	CLEARCARE
Registration Number:	4395108	EMTEC BUSINESS & TECHNOLOGY EMPOWERED
Registration Number:	4391037	EMTEC
Registration Number:	2581456	EMTEC
Registration Number:	2634248	EMTEC

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Julia Y. Chen, Esq.

Address Line 1: 919 Third Avenue

CH \$190.00 5923946

Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Julia Y. Chen

SIGNATURE: /Julia Y. Chen/

DATE SIGNED: 09/15/2022

Total Attachments: 6

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Trademark Security Agreement

This **Trademark Security Agreement** (this "Trademark Security Agreement"), dated as of August 31, 2022, made by EMTEC APPLICATION SERVICES, INC., a Delaware corporation, EMTEC GLOBAL SERVICES LLC, a Delaware limited liability company, and EMTEC, INC., a New Jersey corporation (each individually, a "Grantor", and, collectively, the "Grantors"), in favor of CERBERUS BUSINESS FINANCE AGENCY, LLC, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below) and as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantors are party to the Guarantee and Collateral Agreement, dated as of August 31, 2022 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, initially capitalized terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the following property (wherever located), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

Trademarks, including those listed on Schedule I attached hereto;

Trademark Licenses, including those listed on Schedule I attached hereto; and

all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, no security interest is or will be granted pursuant to this Trademark Security Agreement in any right, title or interest of any

Grantor under or in, and the term “Trademark Collateral” shall not include, any Excluded Assets (including, for the avoidance of doubt, “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, at which point the provisions of this Trademark Security Agreement shall automatically apply thereto).

Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control

Termination. At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than any Obligations owing to a Non-Lender Secured Party and contingent obligations for which no claim has been made) then due and owing shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (except for Letters of Credit that have been cash collateralized or otherwise provided for in a manner reasonably satisfactory to the relevant Issuing Bank), all Trademark Collateral shall be automatically released from the Liens created hereby, and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall deliver to such Grantor any Trademark Collateral held by the Collateral Agent hereunder, and the Collateral Agent and the Administrative Agent shall execute and deliver to such Grantor such documents (including without limitation UCC termination statements) as such Grantor shall reasonably request to evidence such termination.

Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. **subsections 9.11, 9.12 and 9.14 of the Guarantee and Collateral Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.**

[SIGNATURE PAGE FOLLOWS]

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

EMTEC APPLICATION SERVICES, INC.,
as Grantor

By: Rick Johnson
Name: Rick Johnson
Title: Treasurer and Secretary

EMTEC GLOBAL SERVICES LLC, as
Grantor

By: Rick Johnson
Name: Rick Johnson
Title: Treasurer and Secretary

EMTEC, INC., a New Jersey corporation, as
Grantor

By: Rick Johnson
Name: Rick Johnson
Title: Treasurer and Secretary

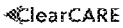
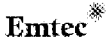
Accepted and Agreed:
CERBERUS BUSINESS FINANCE AGENCY, LLC
as Collateral Agent


By: 

Name: Daniel E. Wolf
Title: Senior Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES
TRADEMARK APPLICATIONS

United States Trademark Registrations:

OWNER	APPLICATION/ REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE
Emtec Application Services, Inc.	5923946	SHAREINTEGRATE	12/3/2019
Emtec Global Services LLC	4885297	CLEARCARE & Design 	1/12/2016
Emtec Global Services LLC	4836826	CLEARCARE	10/20/2015
Emtec, Inc. (a New Jersey corporation)	4391037	EMTEC & Design 	8/27/2013
Emtec, Inc. (a New Jersey corporation)	2634248	EMTEC & Design 	10/15/2002
Emtec, Inc. (a New Jersey corporation)	2581456	EMTEC	6/18/2002
Emtec, Inc. (a New Jersey corporation)	4395108	EMTEC BUSINESS & TECHNOLOGY EMPOWERED & Design	9/3/2013

			
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Trademark Licenses:

None.