

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790711

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
World Wide Technology Holding Co., LLC		03/01/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Agent		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90535087	WORLD WIDE TECHNOLOGY MAKE A NEW WORLD H	
<b>Serial Number:</b>	90535082	MAKE A NEW WORLD HAPPEN	
<b>Serial Number:</b>	88831504	WWT DIGITAL	
<b>Serial Number:</b>	88831497	WWT WORLD WIDE TECHNOLOGY	
<b>Serial Number:</b>	88831491	WWT	
<b>Serial Number:</b>	88831486	WWT	
<b>Serial Number:</b>	87875921	THELIOS	
<b>Serial Number:</b>	86952859	ASYNCHRONY LABS	
<b>Serial Number:</b>	85532212	CPMIGRATOR	
<b>Serial Number:</b>	76283925	TELCOBUY.COM	
<b>Serial Number:</b>	75816719	TELCOBUY.COM	
<b>Serial Number:</b>	75445088	WORLD WIDE TECHNOLOGY, INC.	
<b>Serial Number:</b>	75378984	WORLD WIDE TECHNOLOGY, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3129932652		
<b>Email:</b>	heather.poitras@lw.com		

CH \$340.00 90535087

**Correspondent Name:** Heather Poitras  
**Address Line 1:** c/o Latham & Watkins 330 N Wabash Avenue  
**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

**ATTORNEY DOCKET NUMBER:** 049067-0431 HP

**NAME OF SUBMITTER:** Heather Poitras

**SIGNATURE:** /hp/

**DATE SIGNED:** 03/01/2023

**Total Attachments: 8**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this day of, March 1, 2023, by and between **WORLD WIDE TECHNOLOGY HOLDING CO., LLC**, a Delaware limited liability company (“Grantor”) and **JPMORGAN CHASE BANK, N.A.** (“JPMorgan”), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Loan Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”) by and among World Wide Technology Holding Co., LLC (the “Borrower”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, the other Loan Documents, and the Banking Services Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Omnibus Guaranty and Security Agreement, dated as of March 1, 2023 (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 Secured 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, each 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, assigns, and pledges to Agent, for the benefit of the Secured Parties, 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, 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 Code) 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 Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Bankruptcy Event 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 Secured 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. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

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. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

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 SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

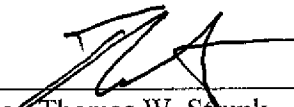
[SIGNATURE PAGE FOLLOWS]

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:**

**WORLD WIDE TECHNOLOGY HOLDING  
CO., LLC**

By: \_\_\_\_\_

  
Name: Thomas W. Strunk

Title: Chief Financial Officer, Treasurer and  
Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 007988 FRAME: 0253**

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:  
JPMORGAN CHASE BANK, N.A.



By:   
Name: Michael Fine  
Title: Authorized Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]





TRADEMARK  
REEL: 007988 FRAME: 0254

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Mark	Serial No. Serial Date	Registration No. Registration Date	Grantor
WORLD WIDE TECHNOLOGY MAKE A NEW WORLD HAPPEN	90535087 2/18/2021	6931772 12/20/2022	World Wide Technology Holding Co., LLC
MAKE A NEW WORLD HAPPEN	90535082 2/18/2021	6931771 12/20/2022	World Wide Technology Holding Co., LLC
WWT DIGITAL	88831504 3/12/2020	6414218 7/13/2021	World Wide Technology Holding Co., LLC
WWT WORLD WIDE TECHNOLOGY  World Wide Technology	88831497 3/12/2020	6414217 7/13/2021	World Wide Technology Holding Co., LLC
	88831491 3/12/2020	6414216 7/13/2021	World Wide Technology Holding Co., LLC
WWT	88831486 3/12/2020	6414215 7/13/2021	World Wide Technology Holding Co., LLC
THELIOS	87875921 4/13/2018	5616697 11/27/2018	World Wide Technology Holding Co., LLC
ASYNCHRONY LABS	86952859 3/25/2016	5081301 11/15/2016	World Wide Technology Holding Co., LLC
CPMIGRATOR	85532212 2/2/2012	4294649 2/26/2013	World Wide Technology Holding Co., LLC



Mark	Serial No. Serial Date	Registration No. Registration Date	Grantor
TELCOBUY.COM  	76283925 7/12/2001	2538241 2/12/2002	World Wide Technology Holding Co., LLC
TELCOBUY.COM  	75816719 10/6/1999	2454688 5/29/2001	World Wide Technology Holding Co., LLC
WORLD WIDE TECHNOLOGY, INC.  	75445088 3/5/1998	2441740 4/10/2001	World Wide Technology Holding Co., LLC
WORLD WIDE TECHNOLOGY, INC.  	75378984 10/24/1997	2310317 1/25/2000	World Wide Technology Holding Co., LLC

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.