

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801060

| | | | |
|----------------------------------|---|----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ABCOM Technology Group Inc. | | 03/28/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Alter Domus (US) LLC, as agent | | |
| Street Address: | 225 W Washington St 9TH FL | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606-2418 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2932800 | ABCOM COMPUTER RENTAL INC. | |
| Registration Number: | 5913762 | SMARTSTATION | |
| Registration Number: | 4022557 | SMARTSOURCE | |
| Registration Number: | 1895477 | BIT-BY-BIT | |
| Registration Number: | 6866852 | ABCOM | |
| Serial Number: | 97409029 | SMARTSOURCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| | <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> | | |
| Email: | tmdocket@arentfox.com | | |
| Correspondent Name: | Chris Bollinger | | |
| Address Line 1: | 233 South Wacker Drive, Suite 7100 | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Amy McFarland | | |
| SIGNATURE: | /Amy McFarland/ | | |
| DATE SIGNED: | 04/06/2023 | | |
| Total Attachments: 5 | | | |

OP \$165.00 2932800

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS)

March 28, 2023

WHEREAS, ABCOM Technology Group Inc., a Delaware corporation (herein called “**Grantor**”), owns certain Trademarks (as defined in the Security Agreement (as defined below)); and

WHEREAS, (i) ABCOM Technology Holding Corp, a Delaware corporation (“**Holdings**”), as a Guarantor, (ii) ABCOM Technology Group Inc., a Delaware corporation (“**ABCOM**”), RAPC Holding Company, a Delaware corporation (“**RAPC Holding**”), Rent-a-PC, Inc., a New York corporation (“**RAPC**”), CR Acquisition Corp., a California corporation (“**CRA**”), CRE Rental Corp., a California corporation (“**CRE**”, together with ABCOM, RAPC Holding, RAPC, CRA and each other Person who joins in the execution of the Credit Agreement after the Closing Date as a “**Borrower**” thereunder pursuant to and in accordance with the provisions thereof, collectively, the “**Borrowers**” and each individually, a “**Borrower**”), (iii) the other Guarantors party from time to time to the Credit Agreement, (iv) Alter Domus (US) LLC, as administrative agent (in such capacity, the “**Administrative Agent**” or “**Grantee**”), (v) the lenders from time to time party thereto, and (vi) PGIM, Inc., in its capacity as lead lender representative, sole bookrunner and lead arranger have entered into a Credit Agreement, dated as of March 28, 2023 (as from time to time amended, restated, supplemented, increased, extended or otherwise modified, the “**Credit Agreement**”); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 28, 2023, made by Holdings, the Borrowers, Grantor and certain other affiliates of Grantor (as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor’s right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising, 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, whether now existing or hereafter incurred or arising:

(a) each Trademark listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(b) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any such Trademark, or for injury to the goodwill associated with any of the foregoing.

provided, notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to, and the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would (i) constitute or result in the abandonment, cancellation, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, 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 a Trademark.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION) APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED IN SUCH STATE, EXCEPT TO THE EXTENT THAT THE PERFECTION AND THE EFFECT OF PERFECTION OR NON PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS CHOICE OF LAW IS MADE PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401.

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

ABCOM TECHNOLOGY GROUP INC.,
a Delaware corporation

DocuSigned by:
By: Scott Brachmann
Name: Scott Brachmann
Title: Chief Financial Officer

Acknowledged:

ALTER DOMUS (US) LLC,
as Administrative Agent

By:  _____

Name: Pinju Chiu

Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008035 FRAME: 0821

Schedule 1

Trademarks

| <u>Grantor</u> | <u>Registration or Application No. (indicate if an application)</u> | <u>Registration or Application Date</u> | <u>Jurisdiction of Registration or Application</u> | <u>Description of Trademarks, Tradenames or Service Marks</u> |
|------------------------------|---|---|--|---|
| ABCOM Technology Group, Inc. | 2932800 | March 15, 2005 | United States | ABCOM COMPUTER RENTAL INC. |
| ABCOM Technology Group, Inc. | 5913762 | November 19, 2019 | United States | SMARTSTATION |
| ABCOM Technology Group, Inc. | 4022557 | September 6, 2011 | United States | SMARTSOURCE |
| ABCOM Technology Group, Inc. | 1895477 | May 23, 1995 | United States | BIT-BY-BIT |
| ABCOM Technology Group, Inc. | 6866852 | October 4, 2022 | United States | ABCOM |
| ABCOM Technology Group, Inc. | 97409029 | May 13, 2022 | United States | SMARTSOURCE |