

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConvergeOne, Inc.		05/15/2023	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	PVKG Investment Holdings, Inc., as administrative agent and collateral agent		
Street Address:	712 5th Avenue, 41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6028548	C1CONVERSATIONS	
Registration Number:	6315912	ONGUARD	
Registration Number:	5171507	WRIGHTCORE	
Registration Number:	5177258	C1	
Registration Number:	5182412	C1 CONVERGEONE	
Registration Number:	3925749	CONVERGEONE	
Registration Number:	3373445	PERFORMANCE READINESS CENTER	
Registration Number:	2942665	THE PEOPLE WHO KNOW COMMUNICATIONS	
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>			
Phone:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1160019-0001-S216		
NAME OF SUBMITTER:	Justine Lu		

CH \$215.00 6028548

SIGNATURE:	/Justine Lu/
DATE SIGNED:	05/16/2023
Total Attachments: 5 source=ConvergeOne - Trademark Security Agreement#page1.tif source=ConvergeOne - Trademark Security Agreement#page2.tif source=ConvergeOne - Trademark Security Agreement#page3.tif source=ConvergeOne - Trademark Security Agreement#page4.tif source=ConvergeOne - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of May 15, 2023 by **CONVERGEONE, INC.** (each, individually, a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **PVKG INVESTMENT HOLDINGS, INC.**, in its capacity as administrative agent and collateral agent (in such capacity, the “*Administrative Agent*”).

W I T N E S E T H:

WHEREAS, the Grantors are party to that certain First Lien Note Guarantee and Collateral Agreement dated as of May 15, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations (other than contingent obligations), each Grantor, pursuant to the Security Agreement, did and hereby does, to the extent required by the Security Agreement, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title, and interest in or to any and all of the following assets and properties (to the extent that they are part of the Collateral) now owned or at any time hereafter acquired by such Grantor and wherever located 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*”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I and II (the “*Trademarks*”);
- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;

- (d) the right to sue third parties for past, present and future infringements of any Trademark; and
- (e) all proceeds of and rights associated with the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Administrative Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the other parties hereto with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by electronic signature, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, THE OTHER NOTE DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS 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.

CONVERGEONE, INC.,

as a Grantor

By:  _____

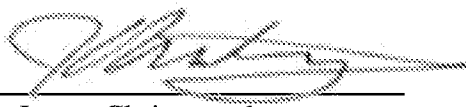
Name: Sal Lombardi

Title: Chief Financial Officer

[Signature Page – Trademark Security Agreement]

**TRADEMARK
REEL: 008073 FRAME: 0905**

Accepted and Agreed:
PVKG INVESTMENT HOLDINGS, INC.,
as Administrative Agent

By: 
Name: James Christopoulos
Title: Secretary

[Signature Page – Trademark Security Agreement]

TRADEMARK
REEL: 008073 FRAME: 0906

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
CONVERGEONE, INC.	C1CONVERSATIONS	88614154	12-SEP-2019	6028548	07-APR-2020
CONVERGEONE, INC.	ONGUARD	87554700	03-AUG-2017	6315912	06-APR-2021
CONVERGEONE INC.	WRIGHTCORE	87155027	30-AUG-2016	5171507	28-MAR-2017
CONVERGEONE, INC.	C1	86731268	20-AUG-2015	5177258	04-APR-2017
CONVERGEONE, INC.	C1 CONVERGEONE	86731352	20-AUG-2015	5182412	11-APR-2017
CONVERGEONE, INC.	CONVERGEONE	76672322	07-FEB-2007	3925749	01-MAR-2011
CONVERGEONE, INC.	PERFORMANCE READINESS CENTER	76656082	02-MAR- 2006	3373445	22-JAN-2008
CONVERGEONE, INC.	THE PEOPLE WHO KNOW COMMUNICATIONS	76504164	04-APR-2003	2942665	19-APR-2005