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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI42614

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Presidio Networked Solutions Group, LLC		02/21/2024	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Company Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: NEW YORK		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5543395	
Registration Number:	5813838	ROVE

# **CORRESPONDENCE DATA**

**Fax Number:** 2127514864

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:** 2129061200

Email: angela.amaru@lw.com

Correspondent Name: Angela M Amaru

Address Line 1: c/o Latham & Watkins LLP
Address Line 2: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	045494-0309
NAME OF SUBMITTER:	Angela Amaru
SIGNATURE:	Angela Amaru
DATE SIGNED:	02/21/2024

## **Total Attachments: 5**

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TRADEMARK REEL: 008351 FRAME: 0466 TRADEMARK SECURITY AGREEMENT, dated as of February 21, 2024 (this "Agreement"), by and among PRESIDIO NETWORKED SOLUTIONS GROUP, LLC, a Delaware limited liability company, (the "Grantor") and JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Amended and Restated Credit Agreement, dated as of January 22, 2020 (as amended by Amendment No. 1, dated as of January 27, 2023, and Amendment No. 2, dated as of November 17, 2023, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among PRESIDIO, INC., a Delaware corporation ("Initial Holdings"), PRESIDIO HOLDINGS INC., a Delaware corporation (the "Borrower"), the LENDERS party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent, and the various other parties thereto and (b) that certain Collateral Agreement, dated as of December 19, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among Initial Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this 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, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by the Grantor, or in which the Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I, all extensions or renewals thereof, all goodwill associated therewith or symbolized by the foregoing; and all rights to sue for past, present and future infringements of any of the foregoing (the "Trademark Collateral"); provided that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

SECTION 3. <u>Collateral Agreement</u>. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. Delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by telecopy, emailed pdf or any other electronic means that

TRADEMARK REEL: 008351 FRAME: 0467 reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PRESIDIO NETWORKED SOLUTIONS GROUP, LLC, as Grantor

By: Name: Robert Cagnazzi

Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By:

Name: Richard Ong Pho
Title: Executive Director

[Signature Page to Trademark Security Agreement]

# Schedule I to Trademark Security Agreement

1. Trademark Registrations and Applications in the United States Patent and Trademark Office

Trademark	Registered Number	Registration Date	Owner Name
Design Only	5543395	8/21/2018	Presidio Networked Solutions Group, LLC
ROVE	5813838	7/23/2019	Presidio Networked Solutions Group, LLC

**RECORDED: 02/21/2024** 

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