

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI117101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Customer Engineering, Inc.		03/25/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Alter Domus (US) LLC		
Street Address:	225 Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5310310	NCE COMPUTER GROUP	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	063053-0047		
NAME OF SUBMITTER:	Angela Amaru		
SIGNATURE:	Angela Amaru		
DATE SIGNED:	03/25/2024		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of March 25, 2024, by and among Park Place Technologies, LLC, an Ohio limited liability company, National Customer Engineering, Inc., a California corporation, Curvature LLC, a California limited liability company, Entuity, Inc., a New York corporation, Reliant Technology, LLC, a Georgia limited liability company and Park Place Technologies Federal Services, LLC, a Delaware limited liability company (each, a “Grantor”) and Alter Domus (US) LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Grantor is party to a Pledge and Security Agreement, dated as of March 25, 2024 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them (including by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, collectively assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all of the Trademarks, whether now owned by or owing to, or hereafter acquired by or arising in favor of, each Grantor, including those listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the “Trademark Collateral”).

SECTION 3. Security 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 Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms 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 Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement and in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor, at each Grantor’s sole cost expense, and at each Grantor’s request, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

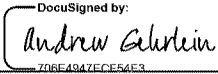
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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by each of the Grantor's duly authorized officer as of the date first set forth above.

PARK PLACE TECHNOLOGIES, LLC

By: 
Name: Andrew Gehrlein
Title: Chief Financial Officer

**NATIONAL CUSTOMER ENGINEERING, INC.
CURVATURE LLC
ENTUITY, INC.
RELIANT TECHNOLOGY, LLC**

By: 
Name: Andrew Gehrlein
Title: Chief Financial Officer

**PARK PLACE TECHNOLOGIES FEDERAL
SERVICES, LLC**

By: _____
Name: Betsy Dellinger
Title: President

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by each of the Grantor's duly authorized officer as of the date first set forth above.

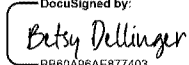
PARK PLACE TECHNOLOGIES, LLC

By: _____
Name: Andrew Gehrlein
Title: Chief Financial Officer

**NATIONAL CUSTOMER ENGINEERING, INC.
CURVATURE LLC
ENTUITY, INC.
RELIANT TECHNOLOGY, LLC**

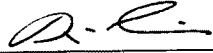
By: _____
Name: Andrew Gehrlein
Title: Chief Financial Officer

**PARK PLACE TECHNOLOGIES FEDERAL
SERVICES, LLC**

By:  _____
Name: Betsy Dellinger
Title: President

Accepted and Agreed:

Alter Domus (US) LLC,
as Collateral Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008378 FRAME: 0847

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
ALL ABOUT UPTIME	87/767778	5746719	Park Place Technologies, LLC
BEEN THERE. FIXED THAT.	87/797834	5746868	Park Place Technologies, LLC
BUNDLEIT	87/767782	5746720	Park Place Technologies, LLC
PARK PLACE TECHNOLOGIES	87/833681	5707764	Park Place Technologies, LLC
PARK PLACE TECHNOLOGIES & Design	87/833683	5707765	Park Place Technologies, LLC
PARKVIEW	87/976292	5371834	Park Place Technologies, LLC
NCE COMPUTER GROUP	74/193,201	5310310	National Customer Engineering, Inc.
Curvature	86178953	4769680	Curvature LLC
Network Hardware Resale and Design	85972192	4524740	Curvature LLC
SinglePoint	77211706	3582162	Park Place Technologies, LLC
Remote Enterprise Monitoring	77606513	3637087	Park Place Technologies, LLC
Entuity	76109211	3393772	Entuity, Inc.
E-LEM	78204169	2861554	Park Place Technologies Federal Services, LLC
CHE Consulting, Inc.	77383486	3501294	Park Place Technologies Federal Services, LLC
CHE Consulting stylized	77383561	3501296	Park Place Technologies, LLC
OWLYTICA	88342364	6170346	Reliant Technology, LLC