

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM481801

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
POMEROY IT SOLUTIONS SALES COMPANY, INC.		07/11/2018	Corporation: DELAWARE
GETRONICS GLOBAL SERVICES B.V.		07/11/2018	A PRIVATE COMPANY WITH LIMITED LIABILITY UNDER THE LAWS OF THE NETHERLANDS: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CORTLAND CAPITAL MARKET SERVICES LLC, AS COLLATERAL AGENT		
<b>Street Address:</b>	225 W. Washington St.		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4224712	POMEROY INFRASTRUCTURE. OPTIMIZED.	
<b>Registration Number:</b>	4909340	TOLT SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154391500		
<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>Email:</b>	maria.banda@kirkland.com		
<b>Correspondent Name:</b>	Maria Banda		
<b>Address Line 1:</b>	Kirkland & Ellis, LLP		
<b>Address Line 2:</b>	555 California Street, Suite 2700		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>ATTORNEY DOCKET NUMBER:</b>	44097-4		
<b>NAME OF SUBMITTER:</b>	Maria Banda		
<b>SIGNATURE:</b>	/Maria Banda/		

CH \$65.00 4224712

DATE SIGNED:	07/13/2018
--------------	------------

**Total Attachments: 7**

source=ESCROW - Pomeroy - 2nd Lien - Trademark Security Agt (Jul-11-18)\_LEGAL#page1.tif  
source=ESCROW - Pomeroy - 2nd Lien - Trademark Security Agt (Jul-11-18)\_LEGAL#page2.tif  
source=ESCROW - Pomeroy - 2nd Lien - Trademark Security Agt (Jul-11-18)\_LEGAL#page3.tif  
source=ESCROW - Pomeroy - 2nd Lien - Trademark Security Agt (Jul-11-18)\_LEGAL#page4.tif  
source=ESCROW - Pomeroy - 2nd Lien - Trademark Security Agt (Jul-11-18)\_LEGAL#page5.tif  
source=ESCROW - Pomeroy - 2nd Lien - Trademark Security Agt (Jul-11-18)\_LEGAL#page6.tif  
source=ESCROW - Pomeroy - 2nd Lien - Trademark Security Agt (Jul-11-18)\_LEGAL#page7.tif

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 11th day of July, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”) and Cortland Capital Market Services LLC (“Cortland”), in its capacity as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”).

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

WHEREAS, pursuant to that certain Second Lien Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **POMGEN HOLDINGS B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, with its registered office address at Jachtavenweg 109 H, 1081 KM Amsterdam, the Netherlands, and registered with the Netherlands Commercial Register under number 72013389 (“Holdings”), **OHENE HOLDINGS B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, with its registered office address at Jachthavenweg 109 H, 1081 KM Amsterdam, the Netherlands and registered with the Netherlands Commercial Register under number 69058393 (“Ohene”), **POMEROY SOLUTIONS HOLDING COMPANY, INC.**, a Delaware corporation (the “Borrower”), the Grantors, each Lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”), and Cortland, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “the Administrative Agent”) and as Collateral Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Second Lien Guaranty and Security Agreement, dated as of July 11, 2018 (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, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of 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 Credit 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.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure in the case of Grantors that are U.S. Grantors, the Secured U.S. Obligations

(referred to in this Trademark Security Agreement, collectively, as the “Secured U.S. Obligations”), a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following included in the U.S. Collateral, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks 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 IP License; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, “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 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 Trademark Collateral.

3. SECURITY FOR SECURED U.S. OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured U.S. 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 U.S. Obligations and would be owed by the applicable Grantors, or all of them, to the Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and 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 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 any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 Collateral Agent’s continuing security interest in all U.S. 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.

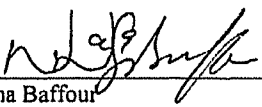
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS 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.


**GRANTORS:**

**POMEROY IT SOLUTIONS SALES COMPANY, INC.,**  
a Delaware corporation

By:   
Name: Nana Baffour  
Title: Chief Executive Officer and President

[Signature Page to Second Lien Trademark Security Agreement]

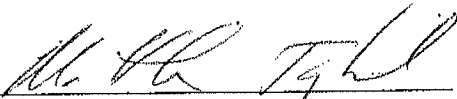
**GETRONICS GLOBAL SERVICES B.V.**

By:   
Name: Frank Asame-Kissi  
Title: Director

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

CORTLAND CAPITAL MARKET SERVICES LLC,  
as Collateral Agent

By: 

Name: Matthew Trybula  
Title: Associate Counsel

[Signature Page to Second Lien Trademark Security Agreement]



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

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Pomeroy IT Solutions Sales Company, Inc.	USA	POMEROY INFRASTRUCTURE. OPTIMIZED.	4224712	October 16, 2012
Pomeroy IT Solutions Sales Company, Inc.	USA		4909340	March 1, 2016
Getronics Global Services B.V.	USA		4204029	September 11, 2012
Getronics Global Services B.V.	USA		79214852	December 05, 2016
Getronics Global Services B.V.	USA		79215617	December 05, 2016