

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Reaffirmation Agreement and Omnibus Amendment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Wide Technology Holding Co, LLC		07/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	116 Inverness Drive East, Suite 375		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2454688	TELCOBUY.COM	
Registration Number:	2538241	TELCOBUY.COM	
Registration Number:	2441740	WORLD WIDE TECHNOLOGY, INC.	
Registration Number:	2354388	WORLD WIDE TECHNOLOGY, INC.	
Registration Number:	2310317	WORLD WIDE TECHNOLOGY, INC.	
Registration Number:	4294649	CPMIGRATOR	
Registration Number:	4944175	WORLD WIDE TECHNOLOGY ASYNCHRONY LABS, I	
Registration Number:	4944174	WWT WORLD WIDE TECHNOLOGY ASYNCHRONY LAB	
Registration Number:	2579373	ASYNCHRONY	
Registration Number:	4886660	KRYPDOX	
Registration Number:	5081301	ASYNCHRONY LABS	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	valerie.swanson@klgates.com		
Correspondent Name:	K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		

CH \$290.00 2454688

ATTORNEY DOCKET NUMBER:	1279056.00156
NAME OF SUBMITTER:	John Sutton
SIGNATURE:	/John Sutton/
DATE SIGNED:	08/21/2018

Total Attachments: 45

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REAFFIRMATION AGREEMENT AND OMNIBUS AMENDMENT

THIS REAFFIRMATION AGREEMENT AND OMNIBUS AMENDMENT (as amended, restated or otherwise modified from time to time, this “**Reaffirmation Agreement**”), effective as of July 26, 2018, is made by and among **World Wide Technology Holding Co., LLC** (f/k/a World Wide Technology Holding Co., Inc.), a Delaware limited liability company (“**WWTH**”), **World Wide Technology, LLC** (f/k/a World Wide Technology, Inc.), a Missouri limited liability company (“**WWT**”), and **telcobuy.com LLC**, a Delaware limited liability company (“**TCB**” and, together with WWTH and WWT, collectively, the “**RESELLERS,**” and each, a “**RESELLER**”), **World Wide Technology International, LLC**, a Missouri limited liability company (“**WWTI**”), **Performance Technology Group LLC** (f/k/a Performance Technology Group Inc.), a Maryland limited liability company (“**PTG**”), **Asynchrony HUBZone LLC**, a Missouri limited liability company (“**HUBZone**”), **Asynchrony Solutions, LLC** (f/k/a Asynchrony Solutions, Inc.), a Delaware limited liability company (“**Solutions**”), **World Wide Technology Asynchrony Labs, LLC** (f/k/a World Wide Technology Asynchrony Labs, Inc.), a Missouri limited liability company (“**Labs**”), and **WWT Canada Holding, LLC** (f/k/a WWT Canada Holding, Inc.), a Missouri limited liability company (“**WWTCH**” and, together with WWTI, HUBZone, Solutions and Labs, collectively, the “**GUARANTORS,**” each a “**GUARANTOR**”), and **Wells Fargo Capital Finance, LLC**, a Delaware limited liability company (in its capacity as an administrative agent, “**ADMINISTRATIVE AGENT**” and in its capacity as collateral agent for the Lenders and the Bank Product Providers, “**COLLATERAL AGENT**”). In this Reaffirmation Agreement, Resellers, Guarantors and Administrative Agent shall be collectively referred to as Reaffirming Parties.

RECITALS:

A. Resellers, Administrative Agent, Collateral Agent and certain other lenders are parties to that certain Fourth Amended and Restated Credit Agreement, dated as of December 8, 2014 (as amended, restated, supplemented, or otherwise modified prior to the date hereof, the “**CREDIT AGREEMENT**”), pursuant to which lenders party thereto have made certain extensions of credit to the Resellers. In connection therewith, the parties hereto, as applicable, have executed the following agreements (in each case, including, without limitation, all exhibits, certificates, filings, notices, amendments, supplements, reaffirmations and other agreements related thereto): (a) the Security Agreement dated as of June 25, 2010, by and between WWTI and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**WWTI Security Agreement**”), (b) the Amended and Restated Security Agreement dated as of June 25, 2010, by and between PTG and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**PTG Security Agreement**”), (c) the Amended and Restated Security Agreement dated as of June 25, 2010, by and between TCB and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**TCB Security Agreement**”), (d) the Amended and Restated Security Agreement dated as of June 25, 2010, by and between WWT and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**WWT Security Agreement**”), (e) the Amended and Restated Security Agreement dated as of June 25, 2010 by and between WWTH and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**WWTH Security Agreement**”), (f) the Security Agreement dated June 30, 2015 by and between HUBZone and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**HUBZone Security Agreement**”), (g) the Security Agreement dated June 30, 2015 by and between Solutions and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Solutions Security Agreement**”), (h) the Security Agreement dated June 30, 2015 by and between Labs and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Labs Security Agreement**”), (i) the Security Agreement dated March 31, 2017 by and between WWTCH and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the

“**WWTCH Security Agreement**”) (j) the Amended and Restated Trademark Security Agreement dated as of June 25, 2010, by and between WWTCH and Collateral Agent, as amended by the First Amendment to Amended and Restated Trademark Security Agreement, dated as of December 8, 2014, between WWTCH and Collateral Agent, as further amended by the Second Amendment to Amended and Restated Trademark Security Agreement, dated as of October 24, 2016, between WWTCH and Collateral Agent, and as further amended by the Third Amendment to Amended and Restated Trademark Security Agreement, dated as of March 31, 2017, between WWTCH and Collateral Agent (as further amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), (k) the Amended and Restated Stock Pledge Agreement dated as of June 25, 2010, by and between WWTCH and Collateral Agent covering stock of WWT (as amended, restated, supplemented or otherwise modified from time to time, the “**WWT Pledge Agreement**”), (l) the Membership Pledge Agreement dated June 25, 2010, by and between WWTCH and Collateral Agent covering membership interests of WWTI (as amended, restated, supplemented or otherwise modified from time to time, the “**WWTI Membership Pledge Agreement**”), (m) the Amended and Restated Membership Pledge Agreement dated June 25, 2010, by and between WWTCH and Collateral Agent covering membership interests of TCB (as amended, restated, supplemented or otherwise modified from time to time, the “**TCB Membership Pledge Agreement**”), (n) the Amended and Restated Stock Pledge Agreement dated June 25, 2010, by and between WWTCH and Collateral Agent covering stock of PTG (as amended, restated, supplemented or otherwise modified from time to time, the “**PTG Pledge Agreement**”), (o) the Membership Pledge Agreement dated June 30, 2015, by and between Solutions and Collateral Agent covering membership interests of HUBZone (as amended, restated, supplemented or otherwise modified from time to time, the “**HUBZone Membership Pledge Agreement**”), (p) the Stock Pledge Agreement dated June 30, 2015, by and between Labs and Collateral Agent covering stock of Solutions (as amended, restated, supplemented or otherwise modified from time to time, the “**Solutions Pledge Agreement**”), (q) the Stock Pledge Agreement dated June 30, 2015 by and between WWTCH and Collateral Agent covering stock of Labs (as amended, restated, supplemented or otherwise modified from time to time, the “**Labs Membership Pledge Agreement**”), (r) the Stock Pledge Agreement dated as of March 31, 2017, by and between WWTCH and Collateral Agent covering stock of WWTCH (as amended, restated, supplemented or otherwise modified from time to time, the “**WWTCH Pledge Agreement**”), (s) the Guaranty Agreement dated June 25, 2010, by and between WWTI and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**WWTI Guaranty Agreement**”), (t) the Amended and Restated Guaranty Agreement dated June 25, 2010, by and between PTG and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**PTG Guaranty Agreement**”), (u) the Guaranty Agreement dated June 30, 2015, by and between HUBZone and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**HUBZone Guaranty Agreement**”), (v) the Guaranty Agreement dated June 30, 2015, by and between Solutions and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Solutions Guaranty Agreement**”), (w) the Guaranty Agreement dated June 30, 2015, by and between Labs and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Labs Guaranty Agreement**”), (x) the Guaranty Agreement dated March 31, 2017, by and between WWTCH and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**WWTCH Guaranty Agreement**” and, together with the WWTI Guaranty Agreement, PTG Guaranty Agreement, HUBZone Guaranty Agreement, Solutions Guaranty Agreement and the WWTCH Guaranty Agreement, the “**Guaranties**”), (y) the Equity Quota Pledge Agreement dated June 25, 2010, by and between WWTI and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Equity Quota Pledge Agreement**”), (z) the Share Charge dated June 25, 2010, by and between WWTI and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**US Share Charge**”). The agreements (other than the Guaranties) referred to in clauses (a) through (z) shall hereinafter collectively be referred to in this Reaffirmation Agreement as the “**SECURITY AGREEMENTS**” or individually, each a “**SECURITY AGREEMENT**” and the Security Agreements and Guaranties shall hereinafter collectively be referred to in

this Reaffirmation Agreement as the “**SECURITY DOCUMENTS**” or individually, each a “**SECURITY DOCUMENT**”.

B. Resellers have requested that the Administrative Agent and the Lenders consent to the conversion of WWT and each of its direct and indirect Subsidiaries that are state law corporations into state law limited liability companies (the “Conversion”), and Administrative Agent and the Lenders have consented to the Conversion pursuant to the terms and conditions of that certain Consent Agreement, dated as July 20, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Consent”) by and among Resellers, Administrative Agent, Collateral Agent, and Lenders party thereto.

C. Resellers, Administrative Agent, and certain other lenders have agreed to amend the Credit Agreement by entering into that certain Consent and Ninth Amendment to Fourth Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Ninth Amendment”) by and among Resellers, Administrative Agent, Collateral Agent, and Lenders party thereto.

D. In connection with the transactions contemplated by the Consent and the Ninth Amendment, and as a condition precedent to the Ninth Amendment, Lenders have required that each of the Reaffirming Parties execute and deliver this Reaffirmation Agreement and Omnibus Amendment to (a) amend certain provisions of the Security Documents to which it is a party to reflect the Conversion, (b) confirm that each of the Security Documents, as amended hereby, to which it is a party remains in full force and effect, (c) confirm the validity of the pledges, Liens and guaranties granted pursuant to the Security Documents, as amended hereby, to which it is a party, and (d) confirm that the Security Documents, as amended hereby, to which it is a party and such pledges, Liens and guaranties support or secure, and will continue to support or secure, the Loan Obligations. The Reaffirming Parties have agreed to execute and deliver this Reaffirmation Agreement pursuant to the terms hereof.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and to induce the Lenders to enter into the Eighth Amendment, the parties hereto agree as follows:

Section 1. **Capitalized Terms**. All capitalized undefined terms used in this Reaffirmation Agreement shall have the meanings assigned thereto in the Credit Agreement.

Section 2. **Amendments to Security Documents**. On the Effective Date, the Security Documents are hereby amended as follows:

- (a) The PTG Security Agreement is amended by:
 - (i) deleting the reference to “Performance Technology Group Inc., a Maryland corporation” in the preamble, and replacing such reference with “Performance Technology Group LLC (f/k/a Performance Technology Group Inc.), a Maryland limited liability company”; and
 - (ii) amending and restating Schedule 15 thereto in its entirety and replacing it with Exhibit 1 attached hereto.
- (b) The WWT Security Agreement is amended by:
 - (i) deleting the reference to “World Wide Technology, Inc., a Missouri corporation” in the preamble, and replacing such reference with “World

Wide Technology, LLC (f/k/a World Wide Technology, Inc.), a Missouri limited liability company”; and

- (ii) amending and restating Schedule 15 thereto in its entirety and replacing it with Exhibit 2 attached hereto.
- (c) The WWTH Security Agreement is amended by:
- (i) deleting the reference to “World Wide Technology Holding Co., Inc., a Missouri corporation” in the preamble, and replacing such reference with “World Wide Technology Holding Co., LLC (f/k/a World Wide Technology Holding Co., Inc.), a Delaware limited liability company”; and
 - (ii) amending and restating Schedule 15 thereto in its entirety and replacing it with Exhibit 3 attached hereto.
- (d) The Solutions Security Agreement is amended by:
- (i) deleting the reference to “Asynchrony Solutions, Inc., a Delaware corporation” in the preamble, and replacing such reference with “Asynchrony Solutions, LLC (f/k/a Asynchrony Solutions, Inc.), a Delaware limited liability company”; and
 - (ii) amending and restating Schedule 15 thereto in its entirety and replacing it with Exhibit 4 attached hereto.
- (e) The Labs Security Agreement is amended by:
- (i) deleting the reference to “World Wide Technology Asynchrony Labs, Inc., a Missouri corporation” in the preamble, and replacing such reference with “World Wide Technology Asynchrony Labs, LLC (f/k/a World Wide Technology Asynchrony Labs, Inc.), a Missouri limited liability company”; and
 - (ii) amending and restating Schedule 15 thereto in its entirety and replacing it with Exhibit 5 attached hereto.
- (f) The WWTCH Security Agreement is amended by:
- (i) deleting the reference to “WWT Canada Holding, Inc., a Missouri corporation” in the preamble, and replacing such reference with “WWT Canada Holding, LLC (f/k/a WWT Canada Holding, Inc.), a Missouri limited liability company”; and
 - (ii) amending and restating Schedule 15 thereto in its entirety and replacing it with Exhibit 6 attached hereto.

- (g) The Trademark Security Agreement is amended by:
 - (i) deleting the reference to “World Wide Technology Holding Co., Inc., a Missouri corporation” in the preamble, and replacing such reference with “World Wide Technology Holding Co., LLC (f/k/a World Wide Technology Holding Co., Inc.), a Delaware limited liability company”; and
 - (ii) amending and restating Schedule A thereto in its entirety and replacing it with Exhibit 7 attached hereto.
- (h) The WWT Pledge Agreement is amended by:
 - (i) amending and restating the title of the WWT Pledge Agreement to read in its entirety as follows:

“AMENDED AND RESTATED MEMBERSHIP PLEDGE AGREEMENT”

- (ii) deleting the reference to “World Wide Technology Holding Co., Inc.” in the preamble, and replacing such reference with “World Wide Technology Holding Co., LLC (f/k/a World Wide Technology Holding Co., Inc.)”;
- (iii) deleting the reference to “World Wide Technology, Inc.” in the first recital, and replacing such reference with “World Wide Technology, LLC (f/k/a World Wide Technology, Inc.)”
- (iv) deleting each reference to the terms indicated below and replacing each such reference with the term indicated:
 - a. “capital stock of WWT” to be replaced by “membership interests of WWT”;
 - b. “Share” or “Shares” to be replaced by “Interest” or “Interests”, respectively; and
 - c. “stockholder” to be replaced by “member”;
- (v) amending and restating the third recital to read in its entirety as follows:

“**WHEREAS**, Pledgor owns hundred percent (100%) of the issued and outstanding membership interests of WWT, which as of the date of this Agreement consist of the membership interests listed on Exhibit A attached hereto (collectively, the “Interests”)”

- (vi) amending and restating Section 3.1 to read in its entirety as follows:

“**3.1** Without limiting the foregoing reaffirmation, to secure the full and prompt payment and performance of all of the Secured Obligations, Pledgor hereby grants to Pledgee a Security Interest under the UCC in all of the Interests and all proceed thereof. The Interests are not represented by certificates and Pledgor covenants at no time shall the Interests be represented by certificates. If at any time in violation of this Agreement in the future the Interests are represented by certificates or writings, the same will be delivered promptly by Pledgor to Pledgee, together with a written power of transfer in favor of

Pledgee attached to each such certificate and executed in blank by Pledgor. This Agreement is a Security Document under the Credit Agreement.

- (vii) amending and restating clause (iv) of Section 3.2 to read in its entirety as follows:

“(iv) any and all other property hereafter delivered to Pledgor or Pledgee in substitution for or in addition to any of the foregoing (including all securities issued pursuant to any operating agreement, membership or members agreement, membership purchase rights or purchase agreement or other agreement with respect to interests of WWT to which Pledgor may now or hereafter be a party), all certificates and instruments representing or evidencing such property and all cash, securities, interest, dividends, rights, and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof, and”

- (viii) amending and restating Section 4 to read in its entirety as follows:

“**4 Covenants.** Pledgor covenants that Pledgor will not sue WWT, realize on any asset of WWT, dispose of any asset of WWT, or institute any foreclosure, collection or similar proceeding, against WWT, or any other person liable for the Secured Obligations. Pledgor shall not challenge, in any respect, in any action or proceeding, or otherwise, the validity, priority or propriety, of any liens or Security Interests held by Pledgee or the Lenders in any asset of Resellers. Unless the Required Lenders otherwise consent in writing in their sole discretion, Pledgor owns and at all times while this Agreement is in effect will own 100% of the membership interests of WWT and the issuance of any membership interests in WWT pursuant to the exercise of any option for any membership interests of WWT shall be an immediate Event of Default.

- (ix) amending and restating the last sentence of Section 5.1 to read in its entirety as follows:

“The Interests are not at any time represented or evidenced by certificates or other writings.”

- (x) amending and restating Section 5.3 to read in its entirety as follows:

“**5.3** The execution of this Agreement and the filing of the financing statement(s), which have been, or contemporaneously with the execution of this Agreement will be, delivered to Pledgee, in the offices shown thereon, create a valid and fully perfected first priority Security Interest in the Interests, securing the payment of the Secured Obligations.”

- (xi) amending and restating Section 5.7 to read in its entirety as follows:

“**5.7** Pledgor owns 100.00% of the issued and outstanding membership interests of WWT.”

- (xii) amending and restating Section 6 to read in its entirety as follows:

“**6. Dilution of Members.** Pledgor agrees that it will not cause or permit WWT to issue any membership interests, equity or voting interests or other securities (including any warrants, options, subscriptions or other contractual arrangements for the purchase of membership interests or securities convertible into membership interests) in addition to or in substitution for the Interests; provided, however, if at any time any membership interests in WWT are issued whether due to an exercise of any

options or otherwise, such issuance shall be an immediate Event of Default. Pledgor will deliver hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all writings evidencing any additional Interests together with executed powers duly endorsed in blank.”

- (xiii) inserting a new Section 10 to read in its entirety as follows and renumbering each Section as appropriate:

“10. Protections of Security Interest. Pledgee may at any time, at Pledgor’s sole cost, file a copy of this Agreement or a financing statement describing the Interests (and, if necessary to execute such a financing statement as agent for each Pledgor), in any public office deemed necessary by Pledgee to perfect or continue its Security Interest in the Interests, and each Pledgor hereby irrevocably authorizes and grants a power of attorney to Pledgee to do any of the foregoing at any time. Each Pledgor will (if necessary under the UCC for filing a financing statement) promptly at the request of Pledgee execute or cause the execution of such additional financing statements and other documents (and pay the cost of filing or recording the same in all public offices deemed necessary by Pledgee) and do such other acts and things as Pledgee may from time to time reasonable request or deem necessary to establish and maintain a valid and perfected Security Interest in the Interests.”

- (xiv) amending and restating Section 16 to read in its entirety as follows:

“16. Releases. In the event all of the Secured Obligations (including any Interest/Currency Hedge Obligations which make up a part of the Loan Obligations) have been fully and irrevocably paid, all of the Facilities have been canceled or terminated and Lenders have no other commitment under any Loan Document to extend credit or make advances to or for the account of any Reseller, and Pledgee has received a written request from Reseller in connection therewith, Pledgee will, at Pledgor’s sole cost and expense, release the Interests from any Security Interest hereunder and take such other actions as may be commercially reasonable to evidence to such release of Security Interest.

- (xv) amending and restating Exhibit A thereto in its entirety and replacing it with Exhibit 8 attached hereto.

- (i) The PTG Pledge Agreement is amended by:

- (i) amending and restating the title of the PTG Pledge Agreement to read in its entirety as follows:

“AMENDED AND RESTATED MEMBERSHIP PLEDGE AGREEMENT”

- (ii) deleting the reference to “World Wide Technology Holding Co., Inc.” in the preamble, and replacing such reference with “World Wide Technology Holding Co., LLC (f/k/a World Wide Technology Holding Co., Inc.)”;
- (iii) deleting the reference to “World Wide Technology, Inc.” in the first recital, and replacing such reference with “World Wide Technology, LLC (f/k/a World Wide Technology, Inc.)”
- (iv) deleting each reference to the terms indicated below and replacing each such reference with the term indicated:

- a. "capital stock of PTG" to be replaced by "membership interests of PTG";
 - b. "Share" or "Shares" to be replaced by "Interest" or "Interests", respectively; and
 - c. "stockholder" to be replaced by "member";
- (v) amending and restating the third recital to read in its entirety as follows:

"**WHEREAS**, Pledgor owns hundred percent (100%) of the issued and outstanding membership interests of Performance Technology Group Inc. (f/k/a Performance Technology Group LLC) ("PTG"), which as of the date of this Agreement consist of the membership interests listed on Exhibit A attached hereto (collectively, the "Interests")"

- (vi) amending and restating Section 3.1 to read in its entirety as follows:

"**3.1** Without limiting the foregoing reaffirmation, to secure the full and prompt payment and performance of all of the Secured Obligations, Pledgor hereby grants to Pledgee a Security Interest under the UCC in all of the Interests and all proceed thereof. The Interests are not represented by certificates and Pledgor covenants at no time shall the Interests be represented by certificates. If at any time in violation of this Agreement in the future the Interests are represented by certificates or writings, the same will be delivered promptly by Pledgor to Pledgee, together with a written power of transfer in favor of Pledgee attached to each such certificate and executed in blank by Pledgor. This Agreement is a Security Document under the Credit Agreement.

- (vii) amending and restating clause (iv) of Section 3.2 to read in its entirety as follows:

"(iv) any and all other property hereafter delivered to Pledgor or Pledgee in substitution for or in addition to any of the foregoing (including all securities issued pursuant to any operating agreement, membership or members agreement, membership purchase rights or purchase agreement or other agreement with respect to interests of PTG to which Pledgor may now or hereafter be a party), all certificates and instruments representing or evidencing such property and all cash, securities, interest, dividends, rights, and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof, and"

- (viii) amending and restating Section 4 to read in its entirety as follows:

"**4 Covenants.** Pledgor covenants that Pledgor will not sue PTG, realize on any asset of PTG, dispose of any asset of PTG, or institute any foreclosure, collection or similar proceeding, against PTG, or any other person liable for the Secured Obligations. Pledgor shall not challenge, in any respect, in any action or proceeding, or otherwise, the validity, priority or propriety, of any liens or Security Interests held by Pledgee or the Lenders in any asset of Resellers. Unless the Required Lenders otherwise consent in writing in their sole discretion, Pledgor owns and at all times while this Agreement is in effect will own 100% of the membership interests of PTG and the issuance of any membership interests in PTG pursuant to the exercise of any option for any membership interests of PTG shall be an immediate Event of Default.

- (ix) amending and restating the last sentence of Section 5.1 to read in its entirety as follows:

“The Interests are not at any time represented or evidenced by certificates or other writings.”

(x) amending and restating Section 5.3 to read in its entirety as follows:

“**5.3** The execution of this Agreement and the filing of the financing statement(s), which have been, or contemporaneously with the execution of this Agreement will be, delivered to Pledgee, in the offices shown thereon, create a valid and fully perfected first priority Security Interest in the Interests, securing the payment of the Secured Obligations.”

(xi) amending and restating Section 5.7 to read in its entirety as follows:

“**5.7** Pledgor owns 100.00% of the issued and outstanding membership interests of PTG.”

(xii) amending and restating Section 6 to read in its entirety as follows:

“**6. Dilution of Members.** Pledgor agrees that it will not cause or permit PTG to issue any membership interests, equity or voting interests or other securities (including any warrants, options, subscriptions or other contractual arrangements for the purchase of membership interests or securities convertible into membership interests) in addition to or in substitution for the Interests; provided, however, if at any time any membership interests in PTG are issued whether due to an exercise of any options or otherwise, such issuance shall be an immediate Event of Default. Pledgor will deliver hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all writings evidencing any additional Interests together with executed powers duly endorsed in blank.”

(xiii) inserting a new Section 10 to read in its entirety as follows and renumbering each Section as appropriate:

“**10. Protections of Security Interest.** Pledgee may at any time, at Pledgor’s sole cost, file a copy of this Agreement or a financing statement describing the Interests (and, if necessary to execute such a financing statement as agent for each Pledgor), in any public office deemed necessary by Pledgee to perfect or continue its Security Interest in the Interests, and each Pledgor hereby irrevocably authorizes and grants a power of attorney to Pledgee to do any of the foregoing at any time. Each Pledgor will (if necessary under the UCC for filing a financing statement) promptly at the request of Pledgee execute or cause the execution of such additional financing statements and other documents (and pay the cost of filing or recording the same in all public offices deemed necessary by Pledgee) and do such other acts and things as Pledgee may from time to time reasonable request or deem necessary to establish and maintain a valid and perfected Security Interest in the Interests.”

(xiv) amending and restating Section 16 to read in its entirety as follows:

“**16. Releases.** In the event all of the Secured Obligations (including any Interest/Currency Hedge Obligations which make up a part of the Loan Obligations) have been fully and irrevocably paid, all of the Facilities have been canceled or terminated and Lenders have no other commitment under any Loan Document to extend credit or make advances to or for the account of any Reseller, and Pledgee has received a written request from Reseller in connection therewith, Pledgee will, at Pledgor’s sole cost and expense, release the Interests from any Security Interest hereunder and take such other actions as may be commercially reasonable to evidence to such release of Security Interest.

(xv) amending and restating Exhibit A thereto in its entirety and replacing it with Exhibit 9 attached hereto.

(j) The Solutions Pledge Agreement is amended by:

(i) amending and restating the title of the Solutions Pledge Agreement to read in its entirety as follows:

“AMENDED AND RESTATED MEMBERSHIP PLEDGE AGREEMENT”

(ii) deleting the reference to “World Wide Technology Asynchrony Labs, Inc.” in the preamble, and replacing such reference with “World Wide Technology Asynchrony Labs, LLC (f/k/a World Wide Technology Asynchrony Labs, Inc.)”;

(iii) deleting the reference to “World Wide Technology, Inc.” in the first recital, and replacing such reference with “World Wide Technology, LLC (f/k/a World Wide Technology, Inc.)”

(iv) deleting each reference to the terms indicated below and replacing each such reference with the term indicated:

a. “Issuer” to be replaced by “Solutions”

b. “capital stock” to be replaced by “membership interests”;

c. “Share” or “Shares” to be replaced by “Interest” or “Interests”, respectively; and

d. “stockholder” to be replaced by “member”;

(v) amending and restating the third recital to read in its entirety as follows:

“**WHEREAS**, Pledgor owns hundred percent (100%) of the issued and outstanding membership interests of Asynchrony Solutions, LLC (f/k/a Asynchrony Solutions, Inc.), a Delaware limited liability company (“Solutions”), which as of the date of this Agreement consist of the membership interests listed on Exhibit A attached hereto (collectively, the “Interests”)”

(vi) amending and restating Section 2.1 to read in its entirety as follows:

“**2.1** Without limiting the foregoing reaffirmation, to secure the full and prompt payment and performance of all of the Secured Obligations, Pledgor hereby grants to Pledgee a Security Interest under the UCC in all of the Interests and all proceed thereof. The Interests are not represented by certificates and Pledgor covenants at no time shall the Interests be represented by certificates. If at any time in violation of this Agreement in the future the Interests are represented by certificates or writings, the same will be delivered promptly by Pledgor to Pledgee, together with a written power of transfer in favor of Pledgee attached to each such certificate and executed in blank by Pledgor. This Agreement is a Security Document under the Credit Agreement.

(vii) Inserting a new Section 2.2 to read in its entirety as follows:

“**2.2** In addition, Pledgor hereby grants to Pledgee a Security Interest in the following (which are expressly deemed to be included and are included in the term “Interests”): (i) all dividends, distributions,

cash, securities, instruments and other property from time to time paid, payable or otherwise distributed in respect of or in exchange for any or all of such Interests, (ii) any and all warrants, options, subscriptions or other contractual arrangements for the purchase of membership interests or securities convertible into membership interests of Solutions or the Interests, (iii) any and all distributions made by Solutions with respect to the Interests, whether in cash or in kind, by way of dividends or membership interest splits, or pursuant to a merger or consolidation or otherwise, or any substitute security issued upon conversion, reorganization or otherwise, (iv) any and all other property hereafter delivered to Pledgor or Pledgee in substitution for or in addition to any of the foregoing (including all securities issued pursuant to any operating agreement, membership or members agreement, membership purchase rights or purchase agreement or other agreement with respect to membership interests of Solutions to which Pledgor may now or hereafter be a party), all certificates and instruments representing or evidencing such property and all cash, securities, interest, dividends, rights, and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof, and (v) any and all proceeds of any of the foregoing. If any of the foregoing is received by Pledgor, Pledgor will promptly deliver the same to Pledgee or its designated nominee, accompanied, if appropriate, by proper instruments of assignment and/or powers executed by Pledgor in accordance with Pledgee's instructions, to be held subject to the terms of this Agreement; provided, however, with respect to cash distributions or dividends, such items shall only be required to be promptly delivered to Pledgee upon the oral or written request of Pledgor after the occurrence and during the continuance of a Default. If Pledgor fails to make delivery to Pledgee in compliance with the preceding sentence, all such property shall be deemed received by Pledgor in trust for the benefit of Pledgee and shall be segregated from the other property and funds of Pledgor."

(viii) amending and restating Section 3 to read in its entirety as follows:

"3 Covenants. Pledgor covenants that Pledgor will not sue Solutions, realize on any asset of Solutions, dispose of any asset of Solutions, or institute any foreclosure, collection or similar proceeding, against Solutions, or any other person liable for the Secured Obligations. Pledgor shall not challenge, in any respect, in any action or proceeding, or otherwise, the validity, priority or propriety, of any liens or Security Interests held by Pledgee or the Lenders in any asset of Resellers. Unless the Required Lenders otherwise consent in writing in their sole discretion, Pledgor owns and at all times while this Agreement is in effect will own 100% of the membership interests of Solutions and the issuance of any membership interests in Solutions pursuant to the exercise of any option for any membership interests of Solutions shall be an immediate Event of Default.

(ix) amending and restating the last sentence of Section 4.1 to read in its entirety as follows:

"The Interests are not at any time represented or evidenced by certificates or other writings."

(x) amending and restating Section 4.3 to read in its entirety as follows:

"4.3 The execution of this Agreement and the filing of the financing statement(s), which have been, or contemporaneously with the execution of this Agreement will be, delivered to Pledgee, in the offices shown thereon, create a valid and fully perfected first priority Security Interest in the Interests, securing the payment of the Secured Obligations."

(xi) amending and restating Section 4.7 to read in its entirety as follows:

"4.7 Pledgor owns 100.00% of the issued and outstanding membership interests of Solutions."

(xii) amending and restating Section 5 to read in its entirety as follows:

“5. Dilution of Members. Pledgor agrees that it will not cause or permit Solutions to issue any membership interests, equity or voting interests or other securities (including any warrants, options, subscriptions or other contractual arrangements for the purchase of membership interests or securities convertible into membership interests) in addition to or in substitution for the Interests; provided, however, if at any time any membership interests in Solutions are issued whether due to an exercise of any options or otherwise, such issuance shall be an immediate Event of Default. Pledgor will deliver hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all writings evidencing any additional Interests together with executed powers duly endorsed in blank.”

(xiii) amending and restating the first sentence of Section 7 to read in its entirety as follows:

“The powers conferred on Pledgee hereunder are solely to protect Pledgee’s and the Lenders’ interests in the Interests and shall not impose any duty on Pledgee to exercise any such powers.”

(xiv) inserting a new Section 9 to read in its entirety as follows and renumbering each Section as appropriate:

“9. Protections of Security Interest. Pledgee may at any time, at Pledgor’s sole cost, file a copy of this Agreement or a financing statement describing the Interests (and, if necessary to execute such a financing statement as agent for each Pledgor), in any public office deemed necessary by Pledgee to perfect or continue its Security Interest in the Interests, and each Pledgor hereby irrevocably authorizes and grants a power of attorney to Pledgee to do any of the foregoing at any time. Each Pledgor will (if necessary under the UCC for filing a financing statement) promptly at the request of Pledgee execute or cause the execution of such additional financing statements and other documents (and pay the cost of filing or recording the same in all public offices deemed necessary by Pledgee) and do such other acts and things as Pledgee may from time to time reasonable request or deem necessary to establish and maintain a valid and perfected Security Interest in the Interests.”

(xv) amending and restating Section 15 to read in its entirety as follows:

“15. Releases. In the event all of the Secured Obligations (including any Interest/Currency Hedge Obligations which make up a part of the Loan Obligations) have been fully and irrevocably paid, all of the Facilities have been canceled or terminated and Lenders have no other commitment under any Loan Document to extend credit or make advances to or for the account of any Reseller, and Pledgee has received a written request from Reseller in connection therewith, Pledgee will, at Pledgor’s sole cost and expense, release the Interests from any Security Interest hereunder and take such other actions as may be commercially reasonable to evidence to such release of Security Interest.

(xvi) amending and restating Exhibit A thereto in its entirety and replacing it with Exhibit 10 attached hereto.

(k) The WWTCH Pledge Agreement is amended by:

(xvi) amending and restating the title of the WWTCH Pledge Agreement to read in its entirety as follows:

“AMENDED AND RESTATED MEMBERSHIP PLEDGE AGREEMENT”

- (i) deleting the reference to “World Wide Technology Holding Co., Inc.” in the preamble, and replacing such reference with “World Wide Technology Holding Co., LLC (f/k/a World Wide Technology Holding Co., Inc.)”;
- (ii) deleting the reference to “World Wide Technology, Inc.” in the first recital, and replacing such reference with “World Wide Technology, LLC (f/k/a World Wide Technology, Inc.)”
- (iii) deleting each reference to the terms indicated below and replacing each such reference with the term indicated:
 - a. “Issuer” to be replaced by “WWTCH”
 - b. “capital stock” to be replaced by “membership interests”;
 - c. “Share” or “Shares” to be replaced by “Interest” or “Interests”, respectively; and
 - d. “stockholder” to be replaced by “member”;
- (iv) amending and restating the third recital to read in its entirety as follows:

“**WHEREAS**, Pledgor owns hundred percent (100%) of the issued and outstanding membership interests of WWT Canada Holding, LLC (f/k/a WWT Canada Holding, Inc.), a Missouri limited liability company (“WWTCH”), which as of the date of this Agreement consist of the membership interests listed on Exhibit A attached hereto (collectively, the “Interests”)”

- (v) amending and restating Section 2.1 to read in its entirety as follows:

“**2.1** Without limiting the foregoing reaffirmation, to secure the full and prompt payment and performance of all of the Secured Obligations, Pledgor hereby grants to Pledgee a Security Interest under the UCC in all of the Interests and all proceed thereof. The Interests are not represented by certificates and Pledgor covenants at no time shall the Interests be represented by certificates. If at any time in violation of this Agreement in the future the Interests are represented by certificates or writings, the same will be delivered promptly by Pledgor to Pledgee, together with a written power of transfer in favor of Pledgee attached to each such certificate and executed in blank by Pledgor. This Agreement is a Security Document under the Credit Agreement.

- (vi) Inserting a new Section 2.2 to read in its entirety as follows:

“**2.2** In addition, Pledgor hereby grants to Pledgee a Security Interest in the following (which are expressly deemed to be included and are included in the term “Interests”): (i) all dividends, distributions, cash, securities, instruments and other property from time to time paid, payable or otherwise distributed in respect of or in exchange for any or all of such Interests, (ii) any and all warrants, options, subscriptions or other contractual arrangements for the purchase of membership interests or securities convertible into membership interests of WWTCH or the Interests, (iii) any and all distributions made by WWTCH with respect to the Interests, whether in cash or in kind, by way of dividends or membership interest splits, or pursuant to a merger or consolidation or otherwise, or any substitute security issued upon conversion, reorganization or otherwise, (iv) any and all other property hereafter delivered to Pledgor or Pledgee in

substitution for or in addition to any of the foregoing (including all securities issued pursuant to any operating agreement, membership or members agreement, membership purchase rights or purchase agreement or other agreement with respect to membership interests of WWTCH to which Pledgor may now or hereafter be a party), all certificates and instruments representing or evidencing such property and all cash, securities, interest, dividends, rights, and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof, and (v) any and all proceeds of any of the foregoing. If any of the foregoing is received by Pledgor, Pledgor will promptly deliver the same to Pledgee or its designated nominee, accompanied, if appropriate, by proper instruments of assignment and/or powers executed by Pledgor in accordance with Pledgee's instructions, to be held subject to the terms of this Agreement; provided, however, with respect to cash distributions or dividends, such items shall only be required to be promptly delivered to Pledgee upon the oral or written request of Pledgor after the occurrence and during the continuance of a Default. If Pledgor fails to make delivery to Pledgee in compliance with the preceding sentence, all such property shall be deemed received by Pledgor in trust for the benefit of Pledgee and shall be segregated from the other property and funds of Pledgor."

(vii) amending and restating Section 3 to read in its entirety as follows:

"3 Covenants. Pledgor covenants that Pledgor will not sue WWTCH, realize on any asset of WWTCH, dispose of any asset of WWTCH, or institute any foreclosure, collection or similar proceeding, against WWTCH, or any other person liable for the Secured Obligations. Pledgor shall not challenge, in any respect, in any action or proceeding, or otherwise, the validity, priority or propriety, of any liens or Security Interests held by Pledgee or the Lenders in any asset of Resellers. Unless the Required Lenders otherwise consent in writing in their sole discretion, Pledgor owns and at all times while this Agreement is in effect will own 100% of the membership interests of WWTCH and the issuance of any membership interests in WWTCH pursuant to the exercise of any option for any membership interests of WWTCH shall be an immediate Event of Default.

(viii) amending and restating the last sentence of Section 4.1 to read in its entirety as follows:

"The Interests are not at any time represented or evidenced by certificates or other writings."

(ix) amending and restating Section 4.3 to read in its entirety as follows:

"4.3 The execution of this Agreement and the filing of the financing statement(s), which have been, or contemporaneously with the execution of this Agreement will be, delivered to Pledgee, in the offices shown thereon, create a valid and fully perfected first priority Security Interest in the Interests, securing the payment of the Secured Obligations."

(x) amending and restating Section 4.7 to read in its entirety as follows:

"4.7 Pledgor owns 100.00% of the issued and outstanding membership interests of WWTCH."

(xi) amending and restating Section 5 to read in its entirety as follows:

"5. Dilution of Members. Pledgor agrees that it will not cause or permit WWTCH to issue any membership interests, equity or voting interests or other securities (including any warrants, options, subscriptions or other contractual arrangements for the purchase of membership interests or securities

convertible into membership interests) in addition to or in substitution for the Interests; provided, however, if at any time any membership interests in WWTCH are issued whether due to an exercise of any options or otherwise, such issuance shall be an immediate Event of Default. Pledgor will deliver hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all writings evidencing any additional Interests together with executed powers duly endorsed in blank.”

- (xii) amending and restating the first sentence of Section 7 to read in its entirety as follows:

“The powers conferred on Pledgee hereunder are solely to protect Pledgee’s and the Lenders’ interests in the Interests and shall not impose any duty on Pledgee to exercise any such powers.”

- (xiii) inserting a new Section 9 to read in its entirety as follows and renumbering each Section as appropriate:

“9. Protections of Security Interest. Pledgee may at any time, at Pledgor’s sole cost, file a copy of this Agreement or a financing statement describing the Interests (and, if necessary to execute such a financing statement as agent for each Pledgor), in any public office deemed necessary by Pledgee to perfect or continue its Security Interest in the Interests, and each Pledgor hereby irrevocably authorizes and grants a power of attorney to Pledgee to do any of the foregoing at any time. Each Pledgor will (if necessary under the UCC for filing a financing statement) promptly at the request of Pledgee execute or cause the execution of such additional financing statements and other documents (and pay the cost of filing or recording the same in all public offices deemed necessary by Pledgee) and do such other acts and things as Pledgee may from time to time reasonable request or deem necessary to establish and maintain a valid and perfected Security Interest in the Interests.”

- (xiv) amending and restating Section 15 to read in its entirety as follows:

“15. Releases. In the event all of the Secured Obligations (including any Interest/Currency Hedge Obligations which make up a part of the Loan Obligations) have been fully and irrevocably paid, all of the Facilities have been canceled or terminated and Lenders have no other commitment under any Loan Document to extend credit or make advances to or for the account of any Reseller, and Pledgee has received a written request from Reseller in connection therewith, Pledgee will, at Pledgor’s sole cost and expense, release the Interests from any Security Interest hereunder and take such other actions as may be commercially reasonable to evidence to such release of Security Interest.

- (xv) amending and restating Exhibit A thereto in its entirety and replacing it with Exhibit 11 attached hereto.

- (l) The WWTI Guaranty Agreement is amended by:

- (i) deleting the references to “World Wide Technology Holding Co., Inc., a Missouri corporation” and “World Wide Technology, Inc., a Missouri corporation” in the preamble, and replacing such references with “World Wide Technology Holding Co., LLC (f/k/a World Wide Technology Holding Co., Inc.), a Delaware limited liability company” and “World Wide Technology, LLC (f/k/a World Wide Technology, Inc.), a Missouri limited liability company”, respectively;

- (m) The PTG Guaranty Agreement is amended by:
- (i) deleting the references to “Performance Technology Group Inc., Maryland corporation”, “World Wide Technology Holding Co., Inc., a Missouri corporation” and “World Wide Technology, Inc., a Missouri corporation” in the preamble, and replacing such references with “Performance Technology Group LLC (f/k/a Performance Technology Group Inc.), a Maryland limited liability company”, “World Wide Technology Holding Co., LLC (f/k/a World Wide Technology Holding Co., Inc.), a Delaware limited liability corporation” and “World Wide Technology, LLC, (f/k/a World Wide Technology, Inc.), a Missouri limited liability company”, respectively;
- (n) The HUBZone Guaranty Agreement is amended by:
- (i) deleting the references to “World Wide Technology Holding Co., Inc., a Missouri corporation” and “World Wide Technology, Inc., a Missouri corporation” in the first recital, and replacing such references with “World Wide Technology Holding Co., LLC (f/k/a World Wide Technology Holding Co., Inc.), a Delaware limited liability company” and “World Wide Technology, LLC (f/k/a World Wide Technology, Inc.), a Missouri limited liability company”, respectively;
- (o) The Solutions Guaranty Agreement is amended by:
- (i) deleting the reference to “Asynchrony Solutions, Inc., a Delaware corporation” in the preamble and replacing such reference with “Asynchrony Solutions, LLC (f/k/a Asynchrony Solutions, Inc.), a Delaware limited liability company”;
 - (ii) deleting the references to “World Wide Technology Holding Co., Inc., a Missouri corporation” and “World Wide Technology, Inc., a Missouri corporation” in the first recital, and replacing such references with “World Wide Technology Holding Co., LLC (f/k/a World Wide Technology Holding Co., Inc.), a Delaware limited liability company” and “World Wide Technology, LLC (f/k/a World Wide Technology, Inc.), a Missouri limited liability company”, respectively;
- (p) The Labs Guaranty Agreement is amended by:
- (i) deleting the reference to “World Wide Technology Asynchrony Labs, Inc., a Missouri corporation” in the preamble and replacing such reference with “World Wide Technology Asynchrony Labs, LLC (f/k/a World Wide Technology Asynchrony Labs, Inc.), a Missouri limited liability company”;
 - (ii) deleting the references to “World Wide Technology Holding Co., Inc., a Missouri corporation” and “World Wide Technology, Inc., a Missouri corporation” in the first recital, and replacing such references with “World Wide Technology Holding Co., LLC (f/k/a World Wide

Technology Holding Co., Inc.), a Delaware limited liability company” and “World Wide Technology, LLC (f/k/a World Wide Technology, Inc.), a Missouri limited liability company”, respectively;

- (q) The WWTCH Guaranty Agreement is amended by:
 - (i) deleting the reference to “WWT Canada Holding, Inc., a Missouri corporation” in the preamble and replacing such reference with “WWT Canada Holding, LLC (f/k/a WWT Canada Holding, Inc.), a Missouri limited liability company”;
 - (ii) deleting the references to “World Wide Technology Holding Co., Inc., a Missouri corporation” and “World Wide Technology, Inc., a Missouri corporation” in the first recital, and replacing such references with “World Wide Technology Holding Co., LLC (f/k/a World Wide Technology Holding Co., Inc.), a Delaware limited liability company” and “World Wide Technology, LLC (f/k/a World Wide Technology, Inc.), a Missouri limited liability company”, respectively;

- (r) The Equity Quota Pledge Agreement is amended by:
 - (i) deleting the reference to “World Wide Technology Holding Co., Inc., a corporation duly organized and existing under the laws of the State of Missouri” in the preamble and replacing such reference with “World Wide Technology Holding Co., LLC (f/k/a World Wide Technology Holding Co., Inc.), a limited liability company duly organized and existing under the laws of the State of Delaware”;
 - (ii) deleting the references to “World Wide Technology Holding Co., Inc., a Missouri corporation” and “World Wide Technology, Inc., a Missouri corporation” in recital “A”, and replacing such references with “World Wide Technology Holding Co., LLC (f/k/a World Wide Technology Holding Co., Inc.), a Delaware limited liability company” and “World Wide Technology, LLC (f/k/a World Wide Technology, Inc.), a Missouri limited liability company”, respectively;

- (s) The Share Pledge Agreement is amended by:
 - (i) deleting the references to “World Wide Technology Holding Co., Inc., a Missouri corporation” and “World Wide Technology, Inc., a Missouri corporation” in recital “A”, and replacing such references with “World Wide Technology Holding Co., LLC (f/k/a World Wide Technology Holding Co., Inc.), a Delaware limited liability company” and “World Wide Technology, LLC (f/k/a World Wide Technology, Inc.), a Missouri limited liability company”, respectively;

Section 3. **Reaffirmation of Security Documents.** The Reaffirming Parties (a) agree that the transactions contemplated by the Consent, the Ninth Amendment and the Credit Agreement as amended by the Ninth Amendment, pursuant to the terms of the Credit Agreement, shall not limit or diminish the obligations of the Reaffirming Parties under, or release the Reaffirming Parties from any

obligations under, the Security Documents, (b) confirm and reaffirm their obligations under the Security Documents and (c) agree that the Security Documents remain in full force and effect and are hereby ratified and confirmed as if fully restated as of the date hereof by this Reaffirmation Agreement; provided that: (i) all references therein to the "Credit Agreement" shall be deemed to be references to the Credit Agreement, as amended by the Ninth Amendment, (ii) all references therein to "Collateral Agent" shall be deemed to be references to Wells Fargo Capital Finance, LLC, in its capacity as Collateral Agent under the Credit Agreement, (iii) all references therein to "Administrative Agent" shall be deemed to be references to Wells Fargo Capital Finance, LLC, in its capacity as Administrative Agent under the Credit Agreement, (iv) all references therein to "Lenders" shall be deemed to be references to the Lenders, and (v) all references in the Credit Agreement and all other Loan Documents to the Security Documents shall be deemed to be references to the Security Documents as reaffirmed hereby. In furtherance of the foregoing reaffirmations, the Resellers and Guarantors hereby grant and assign to the Collateral Agent, for the ratable benefit of itself and each Lender, a security interest in all Collateral identified in any Security Document as collateral security for the Loan Obligations.

Section 4. **No Termination.** The Reaffirming Parties hereby agree and acknowledge that this Reaffirmation Agreement, the Consent, the Ninth Amendment and the Credit Agreement and the transactions contemplated by this Reaffirmation Agreement, the Consent, the Ninth Amendment, and the Credit Agreement will not result in the termination, or be deemed to be a novation, of the Security Documents.

Section 5. **Conditions of Effectiveness.** This Reaffirmation Agreement shall become effective upon receipt of a duly executed counterpart of this Reaffirmation Agreement from the Collateral Agent and the Reaffirming Parties.

Section 6. **Representations and Warranties/No Default.**

(a) By its execution hereof, each Reaffirming Party hereby certifies that (i) each of the representations and warranties set forth in the Security Documents (after giving effect to this Reaffirmation Agreement and the transactions contemplated hereby) is true and correct (or is true and correct in all material respects if such representation or warranty is not by its terms already qualified as to materiality) as of the date hereof as if fully set forth herein, except for any representation and warranty made as of an earlier date, which representation and warranty shall remain true and correct (or is true and correct in all material respects if such representation or warranty is not by its terms already qualified as to materiality) as of such earlier date and (ii) no Default or Event of Default has occurred and is continuing as of the date hereof.

(b) By its execution hereof, each Reaffirming Party hereby represents and warrants that it has the right, power and authority and has taken all necessary corporate, company and partnership action to authorize the execution, delivery and performance of this Reaffirmation Agreement and each other document executed in connection herewith to which it is a party in accordance with their respective terms.

(c) By its execution hereof, each Reaffirming Party hereby represents and warrants that this Reaffirmation Agreement and each other document executed in connection herewith has been duly executed and delivered by its duly authorized officers, and each such document constitutes the legal, valid and binding obligation of such party, enforceable in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal debtor relief laws from time to time in effect which affect the enforcement of creditors' rights in general and the availability of equitable remedies.

(d) Each Reaffirming Party hereby acknowledges receipt of a copy of the Eighth Amendment, the Credit Agreement, the Security Documents and all other Loan Documents and has read and understands the terms thereof.

Section 7. **Execution in Counterparts.** This Reaffirmation Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

Section 8. **Governing Law.** This Reaffirmation Agreement shall be governed by, construed and enforced in accordance with and all issues related to the legality, validity or enforceability hereof shall be determined under the laws of the State of New York.

Section 9. **Fax Transmission.** A facsimile, telecopy, electronically scanned or other reproduction of this Reaffirmation Agreement may be executed by one or more parties hereto, and an executed copy of this Reaffirmation Agreement may be delivered by one or more parties hereto by facsimile, electronic scan or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Reaffirmation Agreement as well as any facsimile, telecopy, electronic scan or other reproduction hereof.

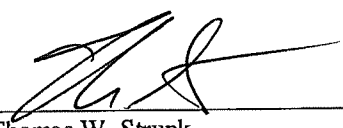
Section 10. **Entire Agreement.** This Reaffirmation Agreement is the entire agreement, and supersedes any prior agreements and contemporaneous oral agreements, of the parties concerning its subject matter.

Section 11. **Successors and Assigns.** This Reaffirmation Agreement shall be binding on and inure to the benefit of the parties and their heirs, beneficiaries, successors and assigns.

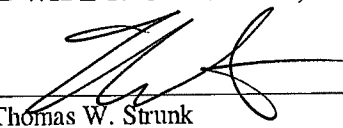
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Reaffirmation Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

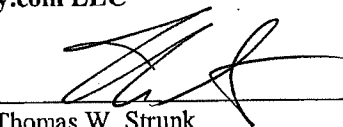
**WORLD WIDE TECHNOLOGY HOLDING CO.,
LLC**

By: 
Name: Thomas W. Strunk
Title: Chief Financial Officer


WORLD WIDE TECHNOLOGY, LLC

By: 
Name: Thomas W. Strunk
Title: Chief Financial Officer


telcobuy.com LLC

By: 
Name: Thomas W. Strunk
Title: Chief Financial Officer

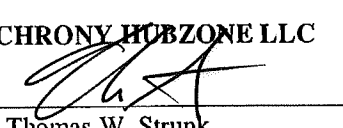
**WORLD WIDE TECHNOLOGY
INTERNATIONAL, LLC**

By: 
Name: Thomas W. Strunk
Title: Treasurer

PERFORMANCE TECHNOLOGY GROUP LLC

By: 
Name: Thomas W. Strunk
Title: Treasurer

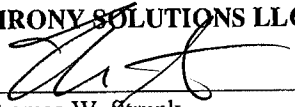
ASYNCHRONY HUBZONE LLC

By: 
Name: Thomas W. Strunk
Title: Treasurer


[Signature Page to Reaffirmation and Omnibus Amendment Agreement]

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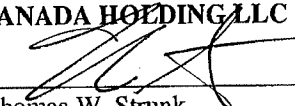
ASYNCHRONY SOLUTIONS LLC

By: 
Name: Thomas W. Strunk
Title: Treasurer

**WORLD WIDE TECHNOLOGY ASYNCHRONY
LABS LLC**

By: 
Name: Thomas W. Strunk
Title: Treasurer

WWT CANADA HOLDING LLC

By: 
Name: Thomas W. Strunk
Title: Treasurer

**WELLS FARGO CAPITAL FINANCE, LLC, as
Collateral Agent and Administrative Agent**

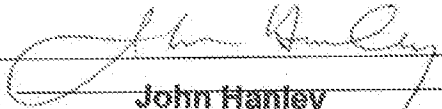
By: 
Name: **John Hanley**
Title: **Senior Vice President**

Exhibit 1

Schedule 15 to PTG Security Agreement

[See Attached]

Schedule 15

Name of Debtor

Former Debtor Names: Performance Technology Group Inc.

Former Debtor Trade Names: None.

Current Debtor Trade Names: None.

Exhibit 2

Schedule 15 to WWT Security Agreement

[See Attached]

Exhibit 2
Reaffirmation Agreement and Omnibus Amendment

TRADEMARK
REEL: 006426 FRAME: 0584

Schedule 15

Name of Debtor

Former Debtor Names: World Wide Technology, Inc.

Former Debtor Trade Names: Debtor used the trade name "UGSOURCE.COM" from 2000 to 2002.

Current Debtor Trade Names: None.

Exhibit 3

Schedule 15 to WWTB Security Agreement

[See Attached]

Exhibit 3

Reaffirmation Agreement and Omnibus Amendment

TRADEMARK
REEL: 006426 FRAME: 0586

Schedule 15

Name of Debtor

Former Debtor Names:

World Wide Technology Holding Co., Inc.

Debtor was known as "St. Louis Based World Wide Technology" in California from 1999 to 2002.

Former Debtor Trade Names: None.

Current Debtor Trade Names: None.

Exhibit 4

Schedule 15 to Solutions Security Agreement

[See Attached]

Exhibit 4
Reaffirmation Agreement and Omnibus Amendment

TRADEMARK
REEL: 006426 FRAME: 0588

Schedule 15

Name of Debtor

Former Debtor Names: Asynchrony Solutions, Inc.

Former Debtor Trade Names: None.

Current Debtor Trade Names: None.

Exhibit 5

Schedule 15 to Labs Security Agreement

[See Attached]

Exhibit 5

Reaffirmation Agreement and Omnibus Amendment

Schedule 15

Name of Debtor

Former Debtor Names: World Wide Technology Asynchrony Labs, Inc.

Former Debtor Trade Names: None.

Current Debtor Trade Names: None.

Exhibit 6

Schedule 15 to WWTCH Security Agreement

[See Attached]

Exhibit 6
Reaffirmation Agreement and Omnibus Amendment

TRADEMARK
REEL: 006426 FRAME: 0592

Schedule 15

Name of Debtor

Former Debtor Names: WWT Canada Holding, Inc.

Former Debtor Trade Names: None.

Current Debtor Trade Names: None.

Exhibit 7

Schedule A to Trademark Security Agreement

[See Attached]

Exhibit 7

Reaffirmation Agreement and Omnibus Amendment

Schedule A

Country	Trademark	Registration Number	Registration Date
United States	 telcobuy.com	2,454,688	May 29, 2001
United States	 telcobuy.com	2,538,241	February 12, 2002
United States	 World Wide Technoloav. Inc.	2,441,740	April 10, 2001
United States	 World Wide Technology, Inc.	2,354,388	June 6, 2000
United States	 World Wide Technology, Inc.	2,310,317	January 25, 2000
United States	CPMIGRATOR	4,294,649	February 26, 2013
European Union	 telcobuy.com	001596709	May 16, 2002
Singapore	WWTAPJ-SINGAPRE PTE LTD	T09/14978H	October 15, 2010
Singapore	WWT APJ-Singapore Pte Ltd and Design  WWT APJ-Singapore Pte Ltd	T09/14977Z	October 15, 2010
Mexico	WWT WORLD WIDE TECHNOLOGY DE MEXICO, S. DE R.L. DE C.V.	1228220	July 19, 2011
United States	WORLDWIDE TECHNOLOGY ASYNCHRONY LABS, INC.	4,944,175	April 26, 2016
United States	WWT WORLDWIDE TECHNOLOGY ASYNCHRONY LABS and Design	4,944,174	April 26, 2016


Country	Trademark	Registration Number	Registration Date
	 World Wide Technology asynchrony labs		
United States	ASYNCHRONY	2,579,373	June 11, 2002
United States	KRYPTOX	4,886,660	January 12, 2016
United States	ASYNCHRONY LABS	5,081,301	November 15, 2016

Exhibit 8

Exhibit A to WWT Pledge Agreement

[See Attached]

Exhibit 8
Reaffirmation Agreement and Omnibus Amendment

EXHIBIT A

Description of Membership Interests

<u>Name of Limited Liability Company</u>	<u>Member</u>	<u>Percent of Membership Interest Owned and Pledged</u>	<u>Class of Membership Interests</u>
World Wide Technology, LLC	World Wide Technology Holding Co., LLC	100%	Membership Units

Exhibit A to Pledge Agreement (World Wide Technology, LLC)

Exhibit 9

Exhibit A to PTG Pledge Agreement

[See Attached]

Exhibit 9

Reaffirmation Agreement and Omnibus Amendment

TRADEMARK
REEL: 006426 FRAME: 0599

EXHIBIT A

Description of Membership Interests

<u>Name of Limited Liability Company</u>	<u>Member</u>	<u>Percent of Membership Interest Owned and Pledged</u>	<u>Class of Membership Interests</u>
Performance Technology Group LLC	World Wide Technology Holding Co., LLC	100%	Membership Units

Exhibit A to Pledge Agreement (Performance Technology Group LLC)

Exhibit 10

Exhibit A to Solutions Pledge Agreement

[See Attached]

EXHIBIT A

Description of Membership Interests

<u>Name of Limited Liability Company</u>	<u>Member</u>	<u>Percent of Membership Interest Owned and Pledged</u>	<u>Class of Membership Interests</u>
Asynchrony Solutions, LLC	World Wide Technology Asynchrony Labs, LLC	100%	Membership Units

Exhibit 11

Exhibit A to WWTCH Pledge Agreement

[See Attached]

Exhibit 11
Reaffirmation Agreement and Omnibus Amendment

TRADEMARK
REEL: 006426 FRAME: 0603

EXHIBIT A

Description of Membership Interests

<u>Name of Limited Liability Company</u>	<u>Member</u>	<u>Percent of Membership Interest Owned and Pledged</u>	<u>Class of Membership Interests</u>
WWT Canada Holding, LLC	World Wide Technology Holding Co., LLC	100%	Membership Units

Exhibit A to Pledge Agreement (WWT Canada Holding, LLC)