

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545368

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IKON SCIENCE LIMITED		10/15/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERCULES CAPITAL, INC., as Administrative Agent		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3009904	FAULTX	
<b>Registration Number:</b>	3030997	ROKDOC	
<b>Registration Number:</b>	4930575	JI-FI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127158100		
<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>Phone:</b>	2127159100		
<b>Email:</b>	kltrademark@kramerlevin.com		
<b>Correspondent Name:</b>	Kramer Levin Naftalis & Frankel LLP		
<b>Address Line 1:</b>	1177 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	071016-00025 (JJHE)		
<b>NAME OF SUBMITTER:</b>	Diane Torniali		
<b>SIGNATURE:</b>	/Diane Torniali/		
<b>DATE SIGNED:</b>	10/16/2019		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(TRADEMARKS)**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)** (this “*Agreement*”), dated as of October 15, 2019, is made by and between **IKON SCIENCE LIMITED**, a private limited liability company incorporated under the laws of England and Wales having its registered office at 1st Floor, 1 The Crescent, Surbiton, England, KT6 4BN, registered with company number 04168293 (“*Grantor*”), and **HERCULES CAPITAL, INC.**, a Maryland corporation, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referenced below).

**RECITALS**

A. WHEREAS, pursuant to that certain Credit Agreement dated as of October 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) among **IKON INTERMEDIATE LIMITED**, a private limited liability company incorporated under the laws of England and Wales having its registered office at 1st Floor, 1 The Crescent, Surbiton, England, KT6 4BN, registered with company number 11605464, **IKON SCIENCE AMERICAS, INC.**, a Texas corporation, Grantor, Administrative Agent, **WESTERN ALLIANCE BANK**, an Arizona corporation, as joint lead arranger and a Lender, and the several financial institutions or entities from time to time party thereto as lenders (each a “*Lender*” and collectively, the “*Lenders*”), the Lenders have severally agreed to make financial accommodations to Grantor upon the terms and conditions set forth therein;

B. WHEREAS, in connection with the Credit Agreement, Grantor and certain affiliates of Grantor have executed and delivered the Guarantee and Collateral Agreement, dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), in favor of Administrative Agent;

C. WHEREAS, pursuant to the Collateral Agreement, the Grantor pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the IP Collateral as set forth herein; and

D. WHEREAS, pursuant to the terms of the Collateral Agreement and in furtherance thereof, Grantor has duly authorized and agreed to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Administrative Agent as follows:

1. **Incorporation of Collateral Agreement.** The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Administrative Agent by Grantor pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest and Lien in the IP Collateral (as defined below) made and granted hereby by the Grantor are more fully set forth in the Collateral Agreement, and the terms and provisions thereof are hereby incorporated in their entirety by this reference thereto, and nothing in this Agreement shall be deemed to limit such rights and remedies. Capitalized terms used herein which are not defined herein, but are defined in the Collateral Agreement, shall have the meanings given to them in the Collateral Agreement.

2. **Grant of Security Interest.** To secure the complete and timely satisfaction of the Obligations, Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in and to all of Grantor's right, title and interest in, to and under all Intellectual Property of Grantor, including, without limitation, the following, whether now existing or hereafter arising (collectively, the "*IP Collateral*"):

(a) trademark registrations and applications, including, without limitation, those set forth in Schedule 1, together with the goodwill associated with the use thereof and symbolized thereby, which are pending or registered with the United States Patent and Trademark Office (collectively, the "*Trademarks*");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution and misappropriation; *provided* that nothing in this Agreement shall constitute an assignment of an "intent to use" application of a trademark, to the extent such assignment would render the application void.

3. **Modifications.** This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Administrative Agent, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule 1 hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Administrative Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Collateral Agreement.

4. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Administrative Agent.

5. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in 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 Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

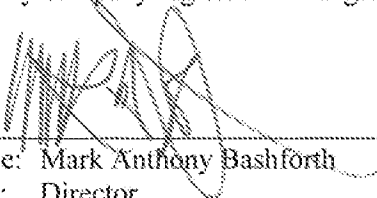
6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**IKON SCIENCE LIMITED**, a private limited liability company registered in England and Wales

By:   
Name: Mark Anthony Bashforth  
Title: Director

AGREED TO AND ACCEPTED:

**HERCULES CAPITAL, INC.,**  
as Administrative Agent

By: 

Name: Jennifer Choe

Title: Assistant General Counsel

## SCHEDULE 1

### Trademarks

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
FAULTX	US	9 42	76438911 06-AUG-2002	3009904 01-NOV-2005	IKON SCIENCE LIMITED (UNITED KINGDOM)	Renewed (Registered) Section 44(D)
ROKDOC	US	9 42	76438912 06-AUG-2002	3030997 20-DEC-2005	IKON SCIENCE LIMITED (UNITED KINGDOM)	Renewed (Registered) Section 44(D)
Ji-FI	US	9 42	86547920 27-FEB-2015	4930575 05-APR-2016	IKON SCIENCE LTD (UNITED KINGDOM)	Registered