

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683195

<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>
IPC SYSTEMS, INC.		10/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPS INVESTMENT PARTNERS, LLC		
<b>Street Address:</b>	40 WEST 57TH STREET 33RD FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6329016	IPC	
<b>Registration Number:</b>	6329017	IPC	
<b>Registration Number:</b>	6108137	CONNECTING OPPORTUNITIES	
<b>Registration Number:</b>	4377155	CONNEXUS	
<b>Registration Number:</b>	4359372	BLUE WAVE	
<b>Registration Number:</b>	4659870	BLUE WAVE	
<b>Registration Number:</b>	4183967	TRANSFORM TRADING WORKFLOW	
<b>Registration Number:</b>	4150814	UNIGY	
<b>Registration Number:</b>	3568502	MAXACCESS 1000	
<b>Registration Number:</b>	2777428	IPC	
<b>Serial Number:</b>	90454840	IQ/MAX	
<b>Serial Number:</b>	90003512	CONNEXUS UNIGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	SUSAN ZABLOCKI		
<b>Address Line 1:</b>	KIRKLAND & ELLIS LLP		
<b>Address Line 2:</b>	601 LEXINGTON AVENUE		
<b>TRADEMARK</b>			

CH \$315.00 6329016

<b>Address Line 4:</b>	New York, NEW YORK 10022
<b>ATTORNEY DOCKET NUMBER:</b>	46209-3
<b>NAME OF SUBMITTER:</b>	SUSAN ZABLOCKI
<b>SIGNATURE:</b>	/susan zablocki/
<b>DATE SIGNED:</b>	10/22/2021
<b>Total Attachments: 5</b> source=06. IPC - First Lien Trademark Security Agreement (002)#page1.tif source=06. IPC - First Lien Trademark Security Agreement (002)#page2.tif source=06. IPC - First Lien Trademark Security Agreement (002)#page3.tif source=06. IPC - First Lien Trademark Security Agreement (002)#page4.tif source=06. IPC - First Lien Trademark Security Agreement (002)#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of October 1, 2021 (this "Agreement"), among IPC SYSTEMS, INC., a Delaware corporation (the "Grantor"), and HPS INVESTMENT PARTNERS, LLC, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IPC INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("Holdings"), IPC CORP., a Delaware corporation (the "Borrower"), the Lenders party thereto, PNC BANK, NATIONAL ASSOCIATION, as Revolving Agent, and HPS INVESTMENT PARTNERS, LLC, as Administrative Agent and as Collateral Agent, and (b) the First Lien Collateral Agreement dated as of October 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, excluding, for clarity, any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and

deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

**IPC SYSTEMS, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_

Name: Adam S. Bozek

Title: Secretary

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007469 FRAME: 0405**

ACKNOWLEDGED:

**HPS INVESTMENT PARTNERS, LLC,**  
as Collateral Agent

By:   
Name: Vali Shokrgozar  
Title: Managing Director

**Schedule I**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Status</b>	<b>Owner</b>
IQ/MAX	U.S. Federal	90454840	—	1/8/2021	—	Pending	IPC Systems, Inc.
CONNEXUS UNIGY	U.S. Federal	90003512	—	6/16/2020	—	Pending Intent To Use	IPC Systems, Inc.
IPC	U.S. Federal	86969191	6329016	4/8/2016	4/20/2021	Pending Intent To Use	IPC Systems, Inc.
IPC	U.S. Federal	86969262	6329017	4/8/2016	4/20/2021	Registered	IPC Systems, Inc.
CONNECTING OPPORTUNITIES	U.S. Federal	86969334	6108137	4/8/2016	7/21/2020	Registered	IPC Systems, Inc.
CONNEXUS	U.S. Federal	85463954	4377155	11/3/2011	7/30/2013	Registered	IPC Systems, Inc.
BLUE WAVE	U.S. Federal	85979312	4359372	4/20/2011	6/25/2013	Registered	IPC Systems, Inc.
BLUE WAVE	U.S. Federal	85299853	4659870	4/20/2011	12/23/2014	Registered	IPC Systems, Inc.
TRANSFORM TRADING WORKFLOW	U.S. Federal	85207866	4183967	12/30/2010	7/31/2012	Registered	IPC Systems, Inc.
UNIGY	U.S. Federal	85105084	4150814	8/11/2010	5/29/2012	Registered	IPC Systems, Inc.
MAXACCESS 1000	U.S. Federal	77395874	3568502	2/13/2008	1/27/2009	Registered	IPC Systems, Inc.
IPC	U.S. Federal	76404325	2777428	5/7/2002	10/28/2003	Registered	IPC Systems, Inc.