

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM707190

<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>
Custom Computer Holdings, LLC		02/07/2022	Limited Liability Company: DELAWARE
Custom Parent, Inc.		02/07/2022	Corporation: DELAWARE
Custom Computer Specialists, LLC		02/07/2022	Limited Liability Company: DELAWARE
Conexsys, LLC		02/07/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tecum Capital Partners III, L.P., as Agent		
<b>Street Address:</b>	8000 Brooktree Road, Suite 310		
<b>City:</b>	Wexford		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15090		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2758216	CUSTOM COMPUTER SPECIALISTS	
<b>Registration Number:</b>	5896533	RIGHT PEOPLE. RIGHT RESULTS.	
<b>Registration Number:</b>	2251830	CONEXSYS	
<b>Serial Number:</b>	90544023	DISTANCE LEARNING IT HELP DESK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		

CH \$115.00 2758216

<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	02/08/2022
<b>Total Attachments: 11</b> source=EXECUTED tecum ccs 2L intellectual property security agreement draft 2022#page1.tif source=EXECUTED tecum ccs 2L intellectual property security agreement draft 2022#page2.tif source=EXECUTED tecum ccs 2L intellectual property security agreement draft 2022#page3.tif source=EXECUTED tecum ccs 2L intellectual property security agreement draft 2022#page4.tif source=EXECUTED tecum ccs 2L intellectual property security agreement draft 2022#page5.tif source=EXECUTED tecum ccs 2L intellectual property security agreement draft 2022#page6.tif source=EXECUTED tecum ccs 2L intellectual property security agreement draft 2022#page7.tif source=EXECUTED tecum ccs 2L intellectual property security agreement draft 2022#page8.tif source=EXECUTED tecum ccs 2L intellectual property security agreement draft 2022#page9.tif source=EXECUTED tecum ccs 2L intellectual property security agreement draft 2022#page10.tif source=EXECUTED tecum ccs 2L intellectual property security agreement draft 2022#page11.tif	

**THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT DATED AS OF FEBRUARY 7, 2022 BY AND AMONG TECUM CAPITAL PARTNERS III, L.P., THE OTHER SUBORDINATED LENDERS PARTY THERETO, ENTERPRISE BANK & TRUST, AS SENIOR LENDER, AND THE ISSUERS, AS THE SAME MAY BE AMENDED, MODIFIED, EXTENDED, RENEWED OR RESTATED FROM TIME TO TIME.**

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is made and entered into as of February 7, 2022, by and among **CUSTOM COMPUTER HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), **CUSTOM PARENT, INC.**, a Delaware corporation ("Parent"), **CUSTOM COMPUTER SPECIALISTS, LLC**, a Delaware limited liability company ("Custom") and **CONEXSYS, LLC**, a Delaware limited liability company ("Conex", and together with Holdings, Parent and Custom, each individually and collectively, the "Pledgor"), and **TECUM CAPITAL PARTNERS III, L.P.**, as agent for certain Purchasers party to the Note Purchase Agreement ("Secured Party").

A. Pursuant to the terms of that certain Note Purchase Agreement dated as of even date herewith by and between Pledgor and Secured Party (as subsequently amended, restated, modified, or otherwise replaced, the "Note Agreement", together with all related documents, whether now existing or hereafter executed, the "Note Documents"), Pledgor has requested, and Secured Party has agreed to make available to Pledgor certain loans (together, as subsequently amended, restated, modified, or otherwise replaced, the "Loans").

B. As a condition to Secured Party's extension of credit to Pledgor, Pledgor has agreed to execute and deliver this Agreement in order to grant to Secured Party, for the benefit of the Secured Party and the Purchasers, a security interest in all of Pledgor's patents, trademarks, copyrights and other intellectual property to secure the payment of the Obligations (as defined below).

NOW, THEREFORE, based on these recitals, the mutual covenants, terms, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **SECTION 1. Definitions; Interpretation.**

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Copyright Office" means the United States Copyright Office.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(b) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein or in the Note Agreement, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Pledgor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation set forth in Section 1.02 of the Note Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

## SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of Borrowers’ Obligations to Secured Party under the Note Agreement and all other documents and instruments executed in connection therewith (the “Note Documents”), Pledgor hereby grants to Secured Party, for the benefit of the Secured Party and the Purchasers, a security interest in, all of Pledgor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Pledgor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all state (including common law) and federal trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (including any such trademarks, service marks, or other marks or tradenames but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, Pledgor’s United States trademarks and trademark applications described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof provided that trademark applications for which Pledgor has not filed and had accepted under applicable law a “Statement of Use” or “Amendment to Allege Use” are excluded hereunder;

(ii) all patents and patent applications, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, Pledgor’s United States patents and patent applications as described in Schedule B), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Pledgor connected with and symbolized by any of the aforementioned properties and assets;

(iv) All of Pledgor’s present and future copyright registrations, including Pledgor’s United States copyright registrations listed in Schedule C to this Agreement, all of Pledgor’s present and future applications for copyright registrations, and all of Pledgor’s present and future copyrights that are not registered in the Copyright Office, including, without limitation, derivative works (collectively, the “Copyrights”), and any and all royalties, payments, and other amounts payable to Pledgor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(v) All of Pledgor's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;

(vi) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights;

(vii) all general intangibles and all intellectual or other intangible property of Pledgor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including but not limited to internet web domains; and

(viii) all cash and non-cash proceeds, replacements of, substitutions for and accessions of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing in no event shall the Collateral include (i) any application for registration of a Trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged or (ii) other Excluded Collateral.

(b) Continuing Security Interest. Pledgor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Note Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Note Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Note Agreement or any other Note Documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Pledgor represents and warrants to Secured Party and covenants and agrees with Secured Party, the following:

(a) Trademarks. A true and correct list of all of the Collateral existing as of the date hereof consisting of U.S. trademark registrations or applications owned by Pledgor, in whole or in part, is set forth in Schedule A.

(b) Patents. A true and correct list of all of the Collateral existing as of the date hereof consisting of U.S. patents and patent applications or registrations owned by Pledgor, in whole or in part, is set forth in Schedule B.

(c) Copyright Registrations. A true and correct list of all of Pledgor's United States copyright registrations existing as of the date hereof is set forth in Schedule C.

(d) Applications for Copyright Registration. A true and correct list of all of Pledgor's United States applications for copyright registrations existing as of the date hereof is set forth in Schedule D.

(e) Priority. All of the Collateral is subject to a first priority perfected security interest

in favor of the Secured Party.

SECTION 5. Reserved.

SECTION 6. Further Acts. On a continuing basis, Pledgor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the second perfected security interest granted or purported to be granted hereby, to ensure Pledgor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, the Copyright Office or any applicable office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, the Copyright Office, or any other office necessary for perfection of the security interests herein granted at the expense of Pledgor. In addition, Pledgor authorizes Secured Party or its agent to file financing statements describing the Collateral in any UCC filing office deemed necessary by Secured Party. If Pledgor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Pledgor shall immediately notify Secured Party in a writing signed by Pledgor of the brief details thereof and grant to the Secured Party, for the benefit of the Secured Party and the Purchasers, in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Secured Party.

SECTION 7. Authorization to Supplement. If Pledgor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Pledgor shall give prompt notice in writing to Secured Party with respect to any such new Collateral or renewal or extension of any Collateral registration. Without limiting Pledgor's obligations under this Section 7, Pledgor authorizes Secured Party to modify this Agreement by amending Schedules A, B, C and D to include any such new patent, trademark rights, copyrights or applications therefor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any Schedule shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on a Schedule hereto.

SECTION 8. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Secured Party and its successors and assigns. Pledgor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Note Documents.

SECTION 9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

SECTION 10. Entire Agreement; Amendment. This Agreement, the Note Agreement, and the other Note Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Note Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 7 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Note Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract

from, the rights granted to Secured Party under the Note Agreement.

SECTION 11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 12. Termination. Upon payment and performance in full of the Indebtedness (other than contingent and indemnification obligations for which no claim has been made), the security interests created by this Agreement shall automatically terminate and Secured Party (at Pledgor's expense) shall promptly execute and deliver to Pledgor such documents and instruments reasonably requested by Pledgor as shall be reasonably necessary to evidence termination of all such security interests given by Pledgor to Secured Party hereunder, including without limitation cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 13. No Inconsistent Requirements. Pledgor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Pledgor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 15. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Note Agreement.

SECTION 16. [Reserved].

SECTION 17. Default; Remedies. During the continuance of any Event of Default as provided in the Note Agreement or hereunder or under any other Note Document, then, and in any such event, the Secured Party may, at its option and without notice to any party, declare all or any portion of the Obligations to be immediately due and payable and may proceed to enforce payment of the same, to exercise any or all rights and remedies provided herein, in the other Note Documents, and by the UCC and otherwise available at law or in equity. All remedies hereunder are cumulative, and any indulgence or waiver by the Secured Party will not be construed as an abandonment of any other right hereunder or of the power to enforce the same or another right at a later time. Whether the Secured Party elects to exercise any other rights or remedies under this Agreement or applicable law, the Secured Party will be entitled to have a receiver appointed to take possession of the Collateral without notice, which notice the Pledgor hereby waives, notwithstanding anything contained in this Agreement or any law heretofore or hereafter enacted.

SECTION 18. Inconsistencies with the Note Agreement. To the extent any terms hereof are inconsistent with the terms of the Note Agreement, the terms of the Note Agreement will control.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE – INTELLECTUAL PROPERTY SECURITY AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**SECURED PARTY:**

**TECUM CAPITAL PARTNERS III, L.P.**, as Agent

By: Tecum Capital Partners III, LLC, its general partner

By: Tecum Capital Management, Inc., its manager

By: 

Name: Stephen Gurgovits, Jr.

Title: Chief Executive Officer

**TRADEMARK**

**REEL: 007628 FRAME: 0926**




**SIGNATURE PAGE – INTELLECTUAL PROPERTY SECURITY AGREEMENT**


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

PLEDGOR:

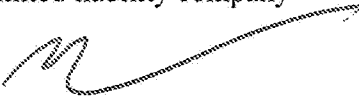
**CUSTOM COMPUTER HOLDINGS, LLC**, a Delaware limited liability company

By:   
Name: Nathan Chandrasekaran  
Title: Vice President and Secretary

**CUSTOM PARENT, INC.**, a Delaware corporation

By:   
Name: Nathan Chandrasekaran  
Title: Vice President and Secretary

**CUSTOM COMPUTER SPECIALISTS, LLC**, a Delaware limited liability company

By:   
Name: Nathan Chandrasekaran  
Title: Vice President and Secretary

**CONEXSYS, LLC**, a Delaware limited liability company

By:   
Name: Nathan Chandrasekaran  
Title: Vice President and Secretary

**SCHEDULE A  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARKS**

1. Trademark Registrations:

<b>Pledgor</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Serial No.</b>
Custom Computer Specialists, LLC	CUSTOM COMPUTER SPECIALISTS	2758216	9/2/2003	76389693
Custom Computer Specialists, LLC	RIGHT PEOPLE. RIGHT RESULTS.	5896533	10/29/2019	88399907
ConexSys, LLC	CONEXSYS	2251830	6/8/1999	75298846

2. Trademark Applications:

<b>Pledgor</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
Custom Computer Specialists, LLC	DISTANCE LEARNING IT HELP DESK	90544023	2/24/2021

**SCHEDULE B**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**PATENTS AND PATENT APPLICATIONS**

None.

**SCHEDULE C  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
COPYRIGHT REGISTRATIONS**

None.

**SCHEDULE D  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

None.