

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Acknowledgment of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calian Ltd.		08/12/2022	Company: CANADA
Calian Corp.		08/12/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4718892	COMPUTEX	
Registration Number:	5825257	HARDWARE. SOFTWARE. BRAINWARE.	
Registration Number:	4905562	COMPUTEX TECHNOLOGY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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>			
Phone:	4125621637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	Suite 200		
Address Line 2:	501 Grant Street		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0099094-000019		
DOMESTIC REPRESENTATIVE			
Name:	Michael L. Dever		
Address Line 1:	501 Grant Street		

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Address Line 2:	Suite 200
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219
NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	08/15/2022
Total Attachments: 4 source=royal bank-calian security interest in trademarks 8.12.22#page1.tif source=royal bank-calian security interest in trademarks 8.12.22#page2.tif source=royal bank-calian security interest in trademarks 8.12.22#page3.tif source=royal bank-calian security interest in trademarks 8.12.22#page4.tif	

ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

August 12, 2022

This Acknowledgment of Security Interest in Trademarks is being made as of the date first written above by CALIAN LTD., an Ontario company and CALIAN CORP., a Delaware corporation (collectively, the "Grantors").

WHEREAS, the Grantors have adopted, used and are using, and hold all or shared right, title and interest in and to, the trademark registrations and applications listed on the attached Schedule 1, which trademark registrations and applications are issued or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantors are party to that certain Amended and Restated Credit Agreement, dated as of January 6, 2021 (as amended by that certain First Amending Agreement, dated as of even date herewith, and as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Credit Agreement") together with certain other loan parties from time to time party thereto, and Royal Bank of Canada, as Agent for certain Lender Parties ("Agent");

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into security agreements, including the Security Agreement entered into by Calian Corp., dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement") in favor of the Agent; and

WHEREAS, pursuant to the Credit Agreement, the Security Agreement and other security agreements delivered in connection with the Credit Agreement, the Grantors have granted to Agent for the benefit of the Lender Parties (as defined in the Credit Agreement) a continuing security interest in all of their right, title and interest in, to and under the Trademarks, together with, among other things, the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantors and Agent, Grantors do hereby grant to Agent for the benefit of the Lender Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantors do hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Acknowledgement shall be deemed to be a contract under the laws of the State of New York and for all purposes shall be governed by, and construed in accordance with, the laws of said State excluding its rules relating to conflicts of law. Each Grantor irrevocably attorns to and submits to the non-exclusive jurisdiction of the courts of the State of New York with respect to any matter arising hereunder or related hereto. Such choice of law shall, however, be without

prejudice to or limitation of any other rights available to the Lender Parties under the laws of any other jurisdiction where Collateral may be located.

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[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN
TRADEMARKS]

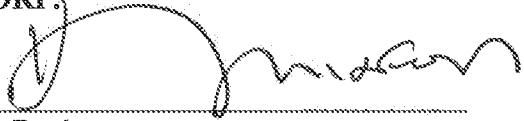
IN WITNESS WHEREOF, the Grantors have caused this Acknowledgment to be duly
executed by each of their officers thereunto duly authorized as of the date first written above.

GRANTORS:

CALIAN LTD.

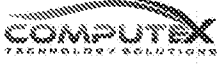
By: 
Name: Patrick Houston
Title: Chief Financial Officer

CALIAN CORP.

By: 
Name: Kevin Ford
Title: Chief Executive Officer

SCHEDULE 1 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

Owner	Mark	Registration No.	Issue Date
Calian Corp.	COMPUTEX	4718892	04/14/2015
Calian Corp.	hardware. software. brainware.	5825257	08/06/2019
Calian Corp.		4905562	02/23/2016

Trademark Applications

Owner	Mark	Serial No.	Filing Date
Calian Ltd.	CALIAN	97/178,712	12/17/2021
Calian Ltd.	NEXI	97/272,583	02/17/2022