

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC, as agent		05/08/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ConvergeOne Holdings Corp.		
Street Address:	3344 Highway 149		
City:	Eagan		
State/Country:	MINNESOTA		
Postal Code:	55121		
Entity Type:	CORPORATION: DELAWARE		
Name:	North American Communications Resource, Inc.		
Street Address:	3344 Highway 149		
City:	Eagan		
State/Country:	MINNESOTA		
Postal Code:	55121		
Entity Type:	CORPORATION: MINNESOTA		
Name:	Combest, Inc.		
Street Address:	1856 Corporate Drive		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30093		
Entity Type:	CORPORATION: GEORGIA		
Name:	S1 IT Solutions, Inc.		
Street Address:	420 West Main Street		
City:	Boise		
State/Country:	IDAHO		

CH \$65.00 3925749

Postal Code:	83702
Entity Type:	CORPORATION: IDAHO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3925749	CONVERGE-ONE
Registration Number:	2942665	THE PEOPLE WHO KNOW COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312 558-6352
 Email: lkonrath@winston.com
 Correspondent Name: Laura Konrath
 Address Line 1: 35 W Wacker Drive
 Address Line 2: Winston & Strawn LLP, Suite 3600
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	6737-97
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	05/09/2013

Total Attachments: 5
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TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of May 8, 2013 (this "Termination and Release"), is from MADISON CAPITAL FUNDING LLC, as Agent (in such capacity, together with its successors and permitted assigns, the "Agent") for itself and the Lenders (as defined in that certain Amended and Restated Credit Agreement, dated as of June 8, 2012 (the "Credit Agreement"), among, *inter alios*, ConvergeOne Holdings Corp., C-1 Holdings LLC and the Agent) in favor of ConvergeOne Holdings Corp., a Delaware corporation, North American Communications Resource, Inc., a Minnesota corporation ("NACR"), Combest, Inc., a Georgia corporation and S1 IT Solutions, Inc., an Idaho corporation (each a "Grantor" and collectively the "Grantors").

WITNESSETH:

WHEREAS, pursuant to (1) the Trademark Security Agreement dated as of May 31, 2007 (including all annexes, exhibits or schedules thereto, and as amended, restated, supplemented or otherwise modified) by the Grantors party thereto in favor of the Agent (the "2007 Trademark Security Agreement") each Grantor granted to the Agent a security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "2007 Trademark Collateral"), whether then existing or thereafter arising or acquired (the "2007 Security Interest"): (a) each Trademark owned by any Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) listed on Exhibit 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; (b) each Trademark License to which any Grantor is a party, including, without limitation, each Trademark License identified in Exhibit 1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark licensed pursuant thereto, but excluding any Trademark License that contains a term or is subject to a rule of law, statute or regulation that restricts, prohibits, or requires a consent (that has not been obtained) of a Person (other than such Grantor) to, the creation, attachment or perfection of the security interest granted therein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including, without limitation, pursuant to Sections 9-406, 9-407, 9-408, 9-409 of the Uniform Commercial Code); provided that any Trademark License that at any time ceases to satisfy the foregoing criteria (whether as a result of the applicable Grantor obtaining any necessary consent, any change in any rule of law, statute or registration or otherwise), shall no longer be excluded; and (c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by any Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by such Grantor, including, without limitation, any Trademark listed on Exhibit 1 hereto, or licensed by such Grantor under any Trademark License, including, without limitation, any Trademark License listed on Exhibit 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing; and (2) the Trademark Security Agreement dated July 7, 2005 (including all annexes, exhibits or schedules thereto, and as amended, restated, supplemented or otherwise modified) by the Grantor party thereto in favor of the Agent (the "2005 Trademark Security Agreement" and together with the 2007 Trademark Security Agreement, collectively referred to as the "Trademark Security Agreements"), NACR granted to the Agent a security interest in all of NACR's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to

as the "2005 Trademark Collateral" and together with the 2007 Trademark Collateral, collectively referred to as the "Trademark Collateral"), whether then existing or thereafter arising or acquired (the "2005 Security Interest" and together with the 2007 Security Interest, collectively referred to as the "Security Interests"): (a) each Trademark owned by NACR, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Exhibit 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; (b) each Trademark License to which NACR is a party, including, without limitation, each Trademark License identified in Exhibit 2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark licensed pursuant thereto; and (c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by NACR against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by NACR, including, without limitation, any Trademark referred to in Exhibit 2 hereto, or licensed by NACR under any Trademark License, including, without limitation, any Trademark License identified in Exhibit 2 hereto, or (ii) injury to the goodwill associated with any of the foregoing;

WHEREAS, the 2007 Trademark Security Agreement was recorded with the United States Patent and Trademark Office, at Reel 3584, Frame 0405 on July 19, 2007 and the 2005 Trademark Security Agreement was recorded with the United States Patent and Trademark Office, at Reel 3157, Frame 0714 on July 14, 2005; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interests in, to and under all of the Trademark Collateral, including, without limitation, the registrations and recordings thereof, and applications filed in connection therewith set forth in Exhibit 1 and Exhibit 2 hereto.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, pursuant to the Credit Agreement and the Trademark Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreements.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges fully its Security Interests in, to and under all of the Trademark Collateral, including, without limitation, the registrations and recordings thereof, and applications filed in connection therewith set forth on Exhibit 1 and Exhibit 2 hereto, and reassigns and transfers any right, title and interest that the Agent may have in the Trademark Collateral to the applicable Grantor. Any and all right, title or interest of the Agent in the Trademark Collateral and all proceeds thereof, including without limitation the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

MADISON CAPITAL FUNDING LLC, as Agent

By: Jennifer Cotton
Name: Jennifer Cotton
Title: Senior Vice President

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 005024 FRAME: 0597

EXHIBIT 1

2007 TRADEMARK COLLATERAL

Trademarks and Trademark Registrations

Owner	Mark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Jurisdiction
ConvergeOne Holdings Corp.	CONVERGE-ONE (Block Letters)	3925749	03/01/11	United States
North American Communications Resource, Inc.	THE PEOPLE WHO KNOW COMMUNICATIONS (Word Only)	2942665	04/19/05	United States

Trademark Applications

None.

Trademark Licenses

None.

EXHIBIT 2

2005 TRADEMARK COLLATERAL

Trademarks and Trademark Registrations

Owner	Mark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Jurisdiction
North American Communications Resource, Inc.	THE PEOPLE WHO KNOW COMMUNICATIONS (Word Only)	2942665	04/19/05	United States

Trademark Applications

None.

Trademark Licenses

None.