

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harris IT Services Corporation		04/28/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC		
Street Address:	40 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2165377	OS/COMET	
Registration Number:	2301657	OS COMET	
Registration Number:	4002527	FULLY MANAGED COMMUNICATIONS - FROM THE	
Registration Number:	3811229	COMMANDACCESS	
Registration Number:	3160935	PURIFILE	
Registration Number:	2191984	ACUSIL	
Serial Number:	86012708	XWAN	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	050485-0038		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		

CH \$190.00 2165377

DATE SIGNED:	05/08/2017
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Total Attachments: 6

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of April 28, 2017, by Harris IT Services Corporation (the “Pledgor”), in favor of HPS INVESTMENT PARTNERS, LLC, in its capacity as collateral agent pursuant to the Note Purchase Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Note Purchase Agreement, dated as of April 28, 2017 (as the same may be amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”) among MHVC ACQUISITION CORP., a Delaware corporation, MHVC HOLDING CORP., a Delaware corporation, the Subsidiary Guarantors (such term and each other capitalized term used but not defined herein having the meaning given to it in Article I), each of the Purchasers listed on Schedule 1.01(a) (together with any other Person who from time to time is a holder of any Notes, the “Purchasers”), HPS Investment Partners, LLC, as administrative agent for the Purchasers and as collateral agent for the Secured Parties (as defined in the Second Lien Note Purchase Agreement), the Purchasers have severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Note Purchase Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following Pledged Collateral of the Pledgor (collectively, “Trademark Collateral”):

- (a) Trademarks of the Pledgor, including those listed on Schedule I attached hereto;
and
- (b) all Proceeds of any and all of the foregoing; in each case of the foregoing clauses (a) and (b), other than Excluded Property.

SECTION 3. Security Agreement. Subject to the terms of the Intercreditor Agreement, the security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Second Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Second Lien Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary (other than with respect to Section 2.1 of the Security Agreement), (i) the liens and security interests granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to Macquarie Capital Funding LLC, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Second Lien Trademark Security Agreement (other than with respect to Section 2.1 of the Security Agreement), the terms of the Intercreditor Agreement shall govern and control.

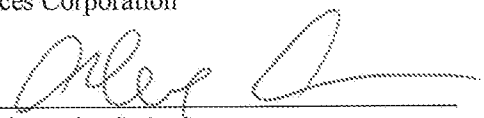
[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Harris IT Services Corporation

By:


Name: Alexander S. Andrusyszyn
Title: Treasurer and Secretary

Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC,
as Second Lien Collateral Agent

By: _____


Name: **MARK RUBENSTEIN**
Title: **Managing Director**

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006052 FRAME: 0977

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Mark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date	Owner ¹
OS/COMET	United States	75/221401	06-Jan-1997	2165377	16-Jun-1998	Harris IT Services Corporation
OS/COMET & Design	United States	75/490288	22-May-1998	2301657	21-Dec-1999	Harris IT Services Corporation
FULLY MANAGED COMMUNICATIONS - FROM THE GIG TO THE FOXHOLE	United States	85/212127	06-Jan-2011	4002527	26-Jul-2011	Harris IT Services Corporation
COMMANDACCESS	United States	76/698995	17-Aug-2009	3811229	29-Jun-2010	Harris IT Services Corporation
PURIFILE	United States	78/685704	04-Aug-2005	3160935	17-Oct-2006	Harris IT Services Corporation
xWAN	United States	86/012708	17-Jul-2013	N/A	N/A	Harris IT Services Corporation
ACUSIL	United States	75276116	17-Apr-1997	2191984	29-Sep-1998	Harris IT Services Corporation

DOMAIN NAMES:

Domain Name	Expiration Date	Owner
crucialsecurity.com	24-JUL-2021	Harris IT Services Corporation
crucialsecurity.net	20-AUG-2021	Harris IT Services Corporation
crucialsecurity.org	20-AUG-2021	Harris IT Services Corporation
crucialsecurity.xxx	06-DEC-2017	Harris IT Services Corporation
FLORIDA-HIE.COM	22-MAR-2018	Harris IT Services Corporation
FLORIDA-HIE.NET	22-MAR-2018	Harris IT Services Corporation
FLORIDA-HIE.ORG	22-MAR-2018	Harris IT Services Corporation
harrishealthcaresolutions.com	25-AUG-2017	Harris IT Services Corporation
harrishealthcaresolutions.net	25-AUG-2017	Harris IT Services Corporation
harrishealthcaresolutions.org	25-AUG-2017	Harris IT Services Corporation
harrisitexperts.com	18-DEC-2017	Harris IT Services Corporation

¹ Harris IT Services Corporation is the beneficial owner of the respective trademarks, and record ownership updates are pending.

Domain Name	Expiration Date	Owner
orkand.com	24-APR-2018	Harris IT Services Corporation
oscomet.com	02-JAN-2020	Harris IT Services Corporation
osi.xxx	06-DEC-2017	Harris IT Services Corporation
patriottechnologies.net	16-AUG-2019	Harris IT Services Corporation