TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526046

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pivot Acquisition Corporation		05/14/2019	Corporation: ONTARIO
Sigma Technology Solutions, Inc.		05/14/2019	Corporation: DELAWARE
Applied Computer Solutions		05/14/2019	Corporation: CALIFORNIA
Pivot Technology Solutions, Inc.		05/14/2019	Corporation: ONTARIO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	3 Park Plaza, Suite 900
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5261471	PIVOT INTERCONNECT
Registration Number:	3483804	ACS APPLIED COMPUTER SOLUTIONS
Registration Number:	3683177	SIGMA SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2027393001

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.

Phone: 2027395866
Email: felicia.gordon@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1:   1111 Pennsylvania Avenue, NW
Address Line 4:   Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	066397.05-0572
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/

(side margin: CH $90.00 5261471)

DATE SIGNED:	06/03/2019

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made as of May 14, 2019, by and among **PIVOT ACQUISITION CORPORATION**, a corporation organized under the laws of the province of Ontario, **APPLIED COMPUTER SOLUTIONS**, a California corporation, **SIGMA TECHNOLOGY SOLUTIONS, INC.**, a Delaware corporation, and **PIVOT TECHNOLOGY SOLUTIONS, INC.**, a corporation organized under the laws of the province of Ontario (each a "Grantor", and collectively, the "Grantors"), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the other Loan Parties party thereto, the Administrative Agent and the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Amended and Restated U.S. Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto) (as may be amended or otherwise modified from time to time, the "U.S. Security Agreement"), and that certain Amended and Restated Canadian Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto) (as may be amended or otherwise modified from time to time, the "Canadian Security Agreement", and together with the U.S. Security Agreement, the "Security Agreements"); and

WHEREAS, pursuant to the Security Agreements, the Grantors are required to execute and deliver to the Administrative Agent, on behalf of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1.   DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements (as applicable) or, if not defined therein, in the Credit Agreement.

2.   GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Administrative Agent, on behalf of the Secured Parties, to secure the Secured Obligations, a continuing first priority security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a)   all of its Trademarks and Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

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(b)   all reissues, continuations or extensions of the foregoing;

(c)   all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License with respect to Trademarks; and

(d)   all products and proceeds (as that term is defined in the UCC or PPSA, as applicable) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including the right to receive damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License with respect to Trademarks.

3.   SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Grantor.

4.   SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreements, the Security Agreements shall control.

5.   AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6.   COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7.   **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS**

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(AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

       8.   <u>CONSENT TO JURISDICTION</u>. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BROUGHT BY ANY GRANTOR AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY OF THEIR RESPECTIVE AFFILIATES, INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

       9.   <u>WAIVER OF JURY TRIAL</u>. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

[Signature pages follow.]

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PIVOT ACQUISITION CORPORATION,
a corporation organized under the laws of the province of Ontario

By: _____
Name: Matthew R. Girardot
Title: Secretary

SIGMA TECHNOLOGY SOLUTIONS, INC.,
a Delaware corporation

By: _____
Name: Matthew R. Girardot
Title: Chief Legal Officer and Secretary

[Signature page to Trademark Security Agreement]

APPLIED COMPUTER SOLUTIONS,
a California corporation

By: _____

Name: Elaine Bellock
Title: President and Chief Executive Officer

PIVOT TECHNOLOGY SOLUTIONS, INC.,
a corporation organized under the laws of the
province of Ontario

By: _____

Name: Matthew R. Girardot
Title: Chief Legal Officer

[Signature page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Suzanne Johnson
Title: Authorized Officer

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Owner	Mark	Registration Number	Registration Date
Pivot Technology Solutions, Inc.	PIVOT INTERCONNECT	5,261,471	August 8, 2017
Applied Computer Solutions	ACS APPLIED COMPUTER SOLUTIONS and Design	3,483,804	August 12, 2008
Sigma Technology Solutions, Inc.	SIGMA SOLUTIONS	3,683,177	September 15, 2009

Trademark Applications

Applicant	Mark	Application Number	Application Date
Pivot Acquisition Corporation	CLOUDX	87/913,144	May 9, 2018