502341413 05/09/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Patents		

CONVEYING PARTY DATA

Name	Execution Date	
CompuCom Systems, Inc.	05/09/2013	

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent		
Street Address:	1615 Brett Road, Building III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		

PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	7301909	
Patent Number:	6602448	

CORRESPONDENCE DATA

7147558290 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com Correspondent Name: Latham & Watkins LLP 650 Town Center Drive Address Line 1:

Suite 2000 Address Line 2:

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049133-0051
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	05/09/2013

REEL: 030389 FRAME: 0533

PATENT

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

This GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (this "Agreement"), dated as of May 9, 2013, is entered into by CompuCom Systems, Inc., a Delaware corporation with principal offices at 7171 Forest Lane, Dallas, Texas 75230 (the "Grantor"), and Citibank, N.A. (the "Grantee"), as Administrative Agent (as defined in the Security Agreement (as defined below)).

WHEREAS, the Grantor is the owner of all right, title and interest in and to the United States patents and associated United States patent registrations and applications for registration set forth in <u>Schedule A</u> attached hereto (collectively, the "**Patents**");

WHEREAS, Grantee desires to acquire a security interest in the Patents; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Pledge and Security Agreement, dated as of the date hereof by and among the Grantor, the other grantors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"; capitalized terms used herein without definition shall have the meanings given to them in the Security Agreement), the Grantor and the Grantee agree as follows:

i. Grant of Security Interest

- a. The Grantor hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under (i) the Patents; (ii) all Proceeds and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.
- b. This Agreement has been entered into in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

ii. Release of Security Interest

Upon the occurrence of the Termination Date, or as otherwise provided in the Security Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

iii. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner for Patents of the United States record this security interest in the Patents.

iv. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

v. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee the Grantor and their respective successors and permitted assigns. The Grantor shall not, without the prior written consent of the Grantee given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

vi. Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

COMPUCOM SYSTEMS, INC.

Name: Noah Asher

Title: Chief Financial Officer

ACCEPTED AND AGREED TO BY:

CITIBANK, N.A., as Administrative Agent

Name: Justin Tichauer Title: Vice President

SCHEDULE A

Patents

Owner	Patent Title	Patent No.	Registration Date	Application No.	Application Date
CompuCom	Trouble-ticket generation in	US7301909	20071127	US20020326317	20021220
Systems, Inc.	network management				
	environment				
CompuCom	Graded plastic optical element	US6602448	20030805	US19990461482	19991214
Systems, Inc.	and method for producing				
	thereof				

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RECORDED: 05/09/2013