

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Software Brokers of America, Inc.		08/31/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Serial Number:	75068242	HURRICANE
Serial Number:	74510388	HURRICANE SYSTEMS
Serial Number:	75068243	HURRICANE SYSTEMS
Serial Number:	75419728	INTCOMEX
Serial Number:	78332989	KLIP
Serial Number:	78257367	NEXXT SOLUTIONS
Serial Number:	78243901	H
Serial Number:	78243926	HURRICANE H

CORRESPONDENCE DATA	
Fax Number:	(312)863-7812
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-863-7190
Email:	nathaniel.panek@goldbergkohn.com
Correspondent Name:	Nathaniel Panek
Address Line 1:	55 East Monroe St.

OP \$215.00 75068242

Address Line 2: Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1989.089

NAME OF SUBMITTER:

Nathaniel Panek

Total Attachments: 6
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TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 31st day of August, 2004, is by and between **SOFTWARE BROKERS OF AMERICA, INC.**, a Florida corporation ("Mortgagor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation ("Agent"), as administrative agent for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith among Mortgagor, certain credit parties from time to time party thereto, the lenders from time to time party thereto ("Lenders") and Agent, as a lender, the arranger and as administrative agent for the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and the Lenders have agreed to make certain loans to Mortgagor and to extend certain other financial accommodations to or for the benefit of Mortgagor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Mortgagor hereby grants to Agent, on behalf of itself and the Lender Group, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising state (including common law) and federal trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other business identifiers, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" applications until a verified statement of use has been filed with respect to such applications), including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Mortgagor's business connected with the use of and symbolized by such trademarks (all of

the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"), provided, however, that no security interest shall be granted in any Trademarks that would be rendered invalid, abandoned, void or unenforceable by reason of a security interest being granted in it hereunder.

3. Trademarks. Mortgagor represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Mortgagor as of the date hereof.

4. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademarks, if and when Mortgagor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and if the foregoing is material to the Credit Parties' business, Mortgagor shall give to Agent notice thereof promptly, but in any event within 10 Business Days of any such event. Mortgagor shall do all things reasonably deemed necessary by Agent in the exercise of its Permitted Discretion to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademarks. If Mortgagor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, Mortgagor hereby authorizes Agent to modify, amend or supplement Schedule A and to re-execute this Mortgage from time to time on Mortgagor's behalf and as its attorney-in-fact to include any such future Trademarks and to cause such re-executed Mortgage or such modified, amended or supplemented Schedule A to be filed with the Patent and Trademark Office.

5. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

6. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Agent shall have all rights and remedies provided in this Mortgage, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Mortgagor, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

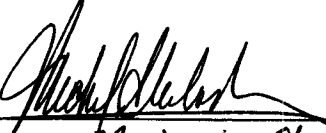
7. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their successors and assigns.

8. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

SOFTWARE BROKERS OF AMERICA, INC.

By: 
Name: Michael Shalom
Title: Vice President

Accepted and Agreed to
as of the date first written above:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

SOFTWARE BROKERS OF AMERICA, INC.

By: _____
Name: _____
Title: _____

Accepted and Agreed to
as of the date first written above:

WELLS FARGO FOOTHILL, INC., as Agent

By: Bruce Ruder
Title: SVP

Schedule A

Trademark Registrations

<u>Trade Marks</u>	<u>Location</u>	<u>Registered</u>	<u>Owner</u>	<u>Serial Number</u>
HURRICANE	UNITED STATES	Yes	Software Brokers of America, Inc	75/068,242
HURRICANE SYSTEMS	UNITED STATES	Yes	Software Brokers of America, Inc	74/510,388
HURRICANE SYSTEMS	UNITED STATES	Yes	Software Brokers of America, Inc	75/068,243
INTCOMEX	UNITED STATES	Yes	Software Brokers of America, Inc	75/419,728
KLIP	UNITED STATES	Yes	Software Brokers of America, Inc	78/332,989
NEXXT SOLUTIONS	UNITED STATES	Yes	Software Brokers of America, Inc	78/257,367
H (words and design)	UNITED STATES	In Process	Software Brokers of America, Inc	78/243,901
HURRICANE H (words and design)	UNITED STATES	In Process	Software Brokers of America, Inc	78/243,926