

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

18103-371 (1)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):  
Netpoint International, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Florida  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_  
 Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)  
Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A. as  
 Internal \_\_\_\_\_ Agent \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 120 S. LaSalle  
 City: Chicago  
 State: IL  
 Country: USA Zip: 60603

Association Citizenship National Association  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

3. Nature of conveyance (Execution Date(s)):  
Execution Date(s) September 28, 2007

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) \_\_\_\_\_

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
 Additional sheet(s) attached?  Yes  No

5. Name & address of party to whom correspondence concerning document should be mailed:  
Name: Laura Konrath  
 Internal Address: Winston & Strawn LLP  
 Street Address: 35 W. Wacker Dr.  
 City: Chicago  
 State: IL Zip: 60601  
 Phone Number: 312-558-6352  
 Fax Number: 312-558-5700  
 Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428  
 Authorized User Name Laura Konrath

Date 12/11/07

9. Signature: [Signature]  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Name of Person Signing Laura Konrath

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_


Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 232428 75426189

Continuation  
Item 4

SCHEDULE 1

TRADEMARKS:

Mark	Registration Owner	Serial Number	Registration/ Application Number
 Dynapos	Netpoint International, Inc.	75/426189	2543201
VDX	Netpoint International, Inc.	Pending	Pending

TRADEMARK APPLICATIONS:

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 28, 2007, is between Netpoint International, Inc., a Florida corporation ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as collateral agent for the benefit of the Secured Creditors.

### WITNESSETH:

WHEREAS, Grantor has entered into a Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with the Secured Party, for itself and the other Secured Creditors, pursuant to which Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, (collectively, the "Trademarks") to secure the payment of the Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of 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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each of the Trademarks, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each of the Trademarks;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark

license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

NETPOINT INTERNATIONAL, INC.

By: 

Name: Linda B. Davis

Title: Treasurer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent for the Secured Creditors

By: \_\_\_\_\_

Name:

Title:

*Signature Page to Trademark  
Security Agreement*


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

NETPOINT INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: Linda B. Davis  
Title: Treasurer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent for the Secured Creditors

By:   
Name: Steve Vaichant  
Title: Senior Vice President

*Signature Page to Trademark  
Security Agreement*

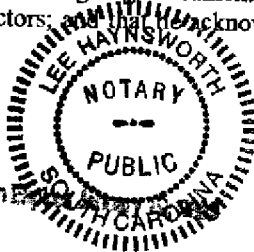
**ACKNOWLEDGMENT**

State of South Carolina  
County of Greenville ) ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of SCANSOURCE, INC., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

My Commission Expires



Lee Haynsworth  
Notary Public

*Signature Page to Trademark  
Security Agreement*

**SCHEDULE 1****TRADEMARKS:**

<b>Mark</b>	<b>Registration Owner</b>	<b>Serial Number</b>	<b>Registration/ Application Number</b>
<b>Dynapos</b>	<b>Netpoint International, Inc.</b>	<b>75/426189</b>	<b>2543201</b>
<b>VDX</b>	<b>Netpoint International, Inc.</b>	<b>Pending</b>	<b>Pending</b>

**TRADEMARK APPLICATIONS:**