

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|----------------------|
| Software Brokers of America, Inc. | | 12/22/2009 | CORPORATION: FLORIDA |

RECEIVING PARTY DATA

| | |
|-----------------|------------------------------------|
| Name: | Comerica Bank, as Agent |
| Street Address: | 39200 W. Six Mile Road |
| City: | Livonia |
| State/Country: | MICHIGAN |
| Postal Code: | 48152 |
| Entity Type: | a Texas banking association: TEXAS |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------|
| Serial Number: | 77334984 | HURRICANE SYSTEMS |
| Serial Number: | 77335025 | H HURRICANE SYSTEMS |
| Registration Number: | 3503756 | FORZA POWER TECHNOLOGIES |
| Registration Number: | 3589228 | KLIP XTREME |
| Registration Number: | 3348679 | KLIP XTREME |
| Serial Number: | 78868742 | KLIP XTREME |
| Registration Number: | 3604258 | KLIP |
| Registration Number: | 3248059 | NEXXT SOLUTIONS |
| Registration Number: | 2908284 | H |
| Registration Number: | 2904770 | HURRICANE H |
| Registration Number: | 2216461 | INTCOMEX |
| Registration Number: | 2209956 | HURRICANE |

CORRESPONDENCE DATA

900150653

**TRADEMARK
 REEL: 004119 FRAME: 0775**

OP \$315.00 77334984

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 734-761-3780
Email: asujek@bodmanllp.com
Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 201 South Division, Ste 400
Address Line 4: Ann Arbor, MICHIGAN 48104

| | |
|---|------------------------|
| NAME OF SUBMITTER: | Angela Alvarez Sujek |
| Signature: | /Angela Alvarez Sujek/ |
| Date: | 12/22/2009 |
| Total Attachments: 6 source=Software Brokers -- executed Trademark Agreement#page1.tif source=Software Brokers -- executed Trademark Agreement#page2.tif source=Software Brokers -- executed Trademark Agreement#page3.tif source=Software Brokers -- executed Trademark Agreement#page4.tif source=Software Brokers -- executed Trademark Agreement#page5.tif source=Software Brokers -- executed Trademark Agreement#page6.tif | |

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 22, 2009, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit Agreement dated as of December 22, 2009 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Software Brokers of America, Inc. ("Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of December 22, 2009, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses, provided, however, that "Trademark Collateral" shall not include rights under or with respect to any license to the extent any such license, by its terms or by law, prohibits the assignment of, or the granting of a Lien over the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant (the "**Restricted Assets**"), provided that (A) the Proceeds of any Restricted Asset shall be continue to be deemed to be "Trademark Collateral", and (B) this provision shall not limit the grant of any Lien on or assignment of any Restricted Asset to the extent that the UCC or any other applicable law provides that such grant of Lien or assignment is effective irrespective of any prohibitions to such grant provided in any Restricted Asset (or the underlying documents related thereto). Concurrently with any such Restricted Asset being entered into or arising after the date hereof, the applicable Debtor shall use commercially reasonable efforts to obtain any waiver or consent (in form and substance acceptable to the Agent) necessary to allow such Restricted Asset to constitute Trademark Collateral hereunder if the failure of such Debtor to have such Restricted Asset would have a Material Adverse Effect;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 12.11(b) of the Credit Agreement.

SECTION 5. Termination. When all of the Indebtedness (other than contingent liabilities pursuant to any indemnity for claims which have not been asserted, or which have not yet accrued) shall have been paid and performed in full (in cash) and all commitments to extend credit or other credit accommodations under the Credit Agreement have been terminated and the Security Agreement has been terminated, the Agent shall execute, acknowledge and deliver to the Debtors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement and shall reasonably cooperate with such Debtors to record or otherwise confirm such release and/or termination.

SECTION 6. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 7. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

SOFTWARE BROKERS OF AMERICA, INC.

By: 

Anthony Shalom
Its: President

SECURED PARTY:

COMERICA BANK, as Agent

By: 

Justin R. Milligan
Its: Assistant Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

U.S. TRADEMARKS

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|----------------------------------|-----------|-------------|-----------|-----------|--|
| HURRICANE SYSTEMS | 77/334984 | 11/21/07 | n/a | n/a | Software Brokers of America, Inc. dba Intcomex Corporation (a Florida corporation) |
| H HURRICANE SYSTEMS (and Design) | 77/335025 | 11/21/07 | n/a | n/a | Software Brokers of America, Inc. dba Intcomex Corporation (a Florida corporation) |
| FORZA POWER TECHNOLOGIES | 77/240230 | 7/27/07 | 3,503,756 | 9/23/08 | Software Brokers of America Inc. dba Intcomex (a Florida corporation) |
| KLIP XTREME | 78/980863 | 4/25/06 | 3,589,228 | 3/10/09 | Software Brokers of America Inc. dba Intcomex (a Florida corporation) |
| KLIP XTREME | 78/978553 | 4/25/06 | 3,348,679 | 12/4/07 | Software Brokers of America Inc. dba Intcomex (a Florida corporation) |
| KLIP XTREME | 78/868742 | 4/25/06 | n/a | n/a | Software Brokers of America Inc. dba Intcomex (a Florida corporation) |
| KLIP | 78/332989 | 11/25/03 | 3,604,258 | 4/7/09 | Software Brokers of America Inc. dba Intcomex (a Florida corporation) |

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|--------------------------|-----------|-------------|-----------|-----------|--|
| NEXXT SOLUTIONS | 78/257367 | 6/3/03 | 3,248,059 | 5/29/07 | Software Brokers of America, Inc. dba Intcomex (a Florida corporation) |
| H (and Design) | 78/243901 | 4/30/03 | 2,908,284 | 12/7/04 | Software Brokers of America, Inc. dba Intcomex (a Florida corporation) |
| HURRICANE H (and Design) | 78/243926 | 4/30/03 | 2,904,770 | 11/23/04 | Software Brokers of America, Inc. dba Intcomex (a Florida corporation) |
| INTCOMEX | 75/419728 | 1/20/98 | 2,216,461 | 1/5/99 | Software Brokers of America, Inc. dba Intcomex (a Florida corporation) |
| HURRICANE | 75/068242 | 3/6/96 | 2,209,956 | 12/15/98 | Software Brokers of America, Inc. dba Intcomex (a Florida corporation) |