

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYNNEX CORPORATION		03/16/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	55 South Lake Avenue, Suite 900		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3222179	JG JACK OF ALL GAMES	
Registration Number:	3222180	JACK OF ALL GAMES	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-846-3190		
Email:	john.flynn@federalresearch.com		
Correspondent Name:	Federal Research		
Address Line 1:	1023 15th St., NW, Suite 401		
Address Line 2:	Attn: John Flynn		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	452491		
NAME OF SUBMITTER:	John Flynn		
Signature:	/JF/		

CH \$65.00 3222179

Date:

03/18/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2010 (this "Agreement"), by SYNnex CORPORATION, a Delaware corporation (f/k/a Synnex Information Technologies, Inc.) ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent for the Holders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of January 23, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders ("Lenders"), Lenders have agreed to make certain loans and to provide certain other financial accommodations to Grantor;

WHEREAS, Grantor and Agent, as successor in interest to General Electric Capital Corporation, a Delaware corporation ("GE Capital"), entered into that certain Amended and Restated Security Agreement dated as of July 9, 2002 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Holders, this Trademark Security Agreement;

WHEREAS, Agent and Lenders are willing to continue to make the loans and to provide the other financial accommodations to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Holders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Holders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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

Trademark Security Agreement

- (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 Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark license under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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]

Trademark Security Agreement

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

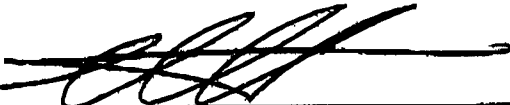
SYNNEX CORPORATION,
a Delaware corporation

By:  _____
Name:
Title:

Signature Page
to
Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
as Agent


By: 
Name: *Robert M. De Haan*
Title: *Vice President*

Signature Page
to
Trademark Security Agreement

LA220614.2

TRADEMARK
REEL: 004170 FRAME: 0257

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	COUNTRY	CLASS	STATUS	FILED	SERIAL	REG. DATE	REG. NO.	OWNER OF RECORD
JACK OF ALL GAMES	Australia	9, 35	Registered		787111			SYNNEX Corporation
JACK OF ALL GAMES	Australia	9, 35	Registered		787088			SYNNEX Corporation
JACK OF ALL GAMES and Design	European Union	9, 16, 28	Registered		1086289			SYNNEX Corporation
JG JACK OF ALL GAMES and Design	European Union	9, 16, 28	Registered		3556156			SYNNEX Corporation
JACK OF ALL GAMES	United States	35, 38	Registered	3/20/2006	78841462	3/27/2007	3,222,180	SYNNEX Corporation
	United States	35, 38	Registered	3/20/2006	78841460	3/27/2007	3,222,179	SYNNEX Corporation