

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ScanSource, Inc.		10/11/2011	CORPORATION: SOUTH CAROLINA
Netpoint International, Inc.		10/11/2011	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2543201	DYNAPOS
Serial Number:	77382828	VDX
Serial Number:	77955277	THE ICEBERG PRINCIPLE
Serial Number:	77848485	COMMEDGE
Serial Number:	77794205	SUMO
Serial Number:	77848789	TOTAL COVERAGE
Serial Number:	77693519	SCANSOURCE COMMUNICATIONS TOTAL COVERAGE
Serial Number:	77609520	WE'VE GOT A SOLUTION FOR THAT
Serial Number:	77597028	
Serial Number:	77597014	PLANNING4PROFIT
Serial Number:	77597156	CE
Serial Number:	77849046	YOU'LL GET IT BECAUSE WE GET IT
Serial Number:	77732211	CHANNELMAX

CH \$865.00 2543201

Serial Number:	77330057	SCANSOURCE COMMUNICATIONS
Serial Number:	77110028	IMPACT NOW
Serial Number:	78943958	T2SUPPLY
Serial Number:	78943948	T2 SUPPLY
Serial Number:	78660208	SCANSOURCE VIRTUALTECHNICIAN
Serial Number:	78603623	SCANSOURCE SECURITY DISTRIBUTION
Serial Number:	78477357	RFID EDGE
Serial Number:	78414224	MARKETPLACE CONVERGENCE PROGRAM
Serial Number:	78385644	SOLUTION CITY
Serial Number:	76425992	EMPOWERING SOLUTION PROVIDERS
Serial Number:	78719346	PARACON
Serial Number:	76135847	KNOWLEDGE TO GO
Serial Number:	74423556	SCANSOURCE
Serial Number:	75298863	CATALYST TELECOM
Serial Number:	77033989	WHAT'S SUPPOSED TO HAPPEN, HAPPENS.
Serial Number:	77731385	PARTNER SERVICES
Serial Number:	85079513	REVOLVE TURNING OLD EQUIPMENT INTO NEW OPPORTUNITIES
Serial Number:	85115520	P4P
Serial Number:	85119394	SOUNDS LIKE SUCCESS
Serial Number:	85309424	VISUALSOURCE
Serial Number:	85359375	CATALYST TELECOM SMART PARTNERSHIP PROGRAM

CORRESPONDENCE DATA

Fax Number: (312)558-5700
Phone: 312 558-6352
Email: lkonrath@winston.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	18103-371
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/

Date:

TRADEMARK
REEL: 004664 FRAME: 0333

11/21/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 11, 2011, is by and among ScanSource, Inc., a South Carolina corporation ("ScanSource"), Netpoint International, Inc., a Florida corporation ("Netpoint", and, together with ScanSource, are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as collateral agent for the benefit of the Secured Creditors.

WITNESSETH:

WHEREAS, each Grantor has entered into that certain Security Agreement dated as of September 28, 2007 (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 such Grantor has granted to Secured Party a security interest in substantially all the assets of such Grantor, including all right, title and interest such Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by such 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, each Grantor owns its respective 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, each Grantor does hereby grant to Secured Party a continuing security interest in all of such 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 any 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

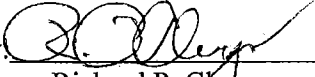
goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each 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.

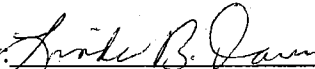
[signature page follows]

IN WITNESS WHEREOF, each 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.

SCANSOURCE, INC.

By: 
Name: Richard P. Cleys
Title: Vice President and Chief Financial Officer

NETPOINT INTERNATIONAL, INC.

By: 
Name: Linda B. Davis
Title: Treasurer

*Signature Page to Trademark
Security Agreement*

TRADEMARK
REEL: 004664 FRAME: 0337

Acknowledged:

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

By: B. Michael Marino

Name: B. Michael Marino

Title: Managing Director

SCHEDULE 1

TRADEMARKS:

<u>Mark</u>	<u>Company</u>	<u>Application Number</u>	<u>Registration Number</u>
DYNAPOS (Standard)	Netpoint International, Inc.	2,543,201	2543204
VDX (Stylized)	Netpoint International, Inc.	77/382,828	3709440
THE ICEBERG PRINCIPLE (Standard)	ScanSource, Inc.	77/955,277	Pending
COMMEDGE (Standard)	ScanSource, Inc.	77/848,485	3,878,705
SUMO (Standard)	ScanSource, Inc.	77/794,205	Pending
TOTAL COVERAGE (Standard)	ScanSource, Inc.	77/848,789	Pending
SCANSOURCE COMMUNICATIONS TOTAL COVERAGE (Standard)	ScanSource, Inc.	77/693,519	3929111
WE'VE GOT A SOLUTION FOR THAT (Standard)	ScanSource, Inc.	77/609,520	3819188
MISC RECTANGLE DESIGN (Stylized) Planning4Profit	ScanSource, Inc.	77/597,028	3920256
PLANNING4PROFIT (Standard)	ScanSource, Inc.	77/597,014	3917514
CE (Stylized)	ScanSource, Inc.	77/597,156	Pending
YOU'LL GET IT BECAUSE WE GET IT (Standard)	ScanSource, Inc.	77/849,046	3799189
CHANNELMAX	ScanSource, Inc.	77/732,211	Pending

<u>Mark</u>	<u>Company</u>	<u>Application Number</u>	<u>Registration Number</u>
SCANSOURCE COMMUNICATIONS (Standard)	ScanSource, Inc.	77/330,057	3632333
IMPACT NOW (Standard)	ScanSource, Inc.	77/110,028	3537761
T2supply (Stylized)	ScanSource, Inc.	78/943,958	3312546
T2SUPPLY (Standard)	ScanSource, Inc.	78/943,948	3312545
SCANSOURCE VIRTUAL TECHNICIAN (Standard)	ScanSource, Inc.	78/660,208	3228798
SCANSOURCE SECURITY DISTRIBUTION (Standard)	ScanSource, Inc.	78/603,623	3073536
RFID EDGE (Standard)	ScanSource, Inc.	78/477,357	3056572
MARKETPLACE CONVERGENCE PROGRAM (Standard)	ScanSource, Inc.	78/414,224	2,970,451
SOLUTION CITY (Standard)	ScanSource, Inc.	78/385,644	3,006,609
EMPOWERING SOLUTION PROVIDERS (Standard)	ScanSource, Inc.	76/425,992	2,869,399
PARACON (Standard)	ScanSource, Inc.	78/719,346	3,132,975
KNOWLEDGE TO GO (Standard)	ScanSource, Inc.	76/135,847	2,636,675
SCANSOURCE (Standard)	ScanSource, Inc.	74/423,556	1,839,751
CATALYST TELECOM (Standard)	ScanSource, Inc.	75/298,863	2,191,567
WHAT'S SUPPOSED TO HAPPEN, HAPPENS (Standard)	ScanSource, Inc.	77/033,989	3,252,812
PARTNER SERVICES (Standard)	ScanSource, Inc.	77/731,385	Pending

<u>Mark</u>	<u>Company</u>	<u>Application Number</u>	<u>Registration Number</u>
REVOLVE TURNING OLD . EQUIPMENT INTO NEW OPPORTUNITIES (Standard)	ScanSource, Inc.	85/079,513	Pending
P4P (Standard)	ScanSource, Inc.	85/115,520	Pending
SOUNDS LIKE SUCCESS (Standard)	ScanSource, Inc.	85/119,394	Pending
VISUALSOURCE (Standard)	ScanSource, Inc.	85/309,424	Pending
CATALYST TELECOM SMART PARTNERSHIP PROGRAM (Standard)	ScanSource, Inc.	85/359,375	Pending

TRADEMARK APPLICATIONS:

None.