

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CompuCom Systems, Inc.		10/04/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Collateral Agent
Street Address:	1615 Brett Road, Building III
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2906326	CAREGUARD
Registration Number:	2904392	CLIENTLINK
Registration Number:	2009544	CLIENTLINK
Registration Number:	3789043	COMPUCOM
Registration Number:	1782941	COMPUCOM
Registration Number:	1784614	COMPUCOM
Registration Number:	2190251	EXCELL
Registration Number:	3786541	IIM
Registration Number:	3786540	IIMV3
Registration Number:	2669676	ITIQ
Registration Number:	2723578	I T I Q
Registration Number:	2063642	MOSAIC OA
Registration Number:	1833526	
Registration Number:	1833479	

OP \$490.00 2906326

Registration Number:	1467740	PINNACLE
Registration Number:	1461907	PINNACLE
Registration Number:	1478460	PINNACLE PLUS
Registration Number:	2782258	REDSIREN
Registration Number:	1284609	WANG

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049133-0025
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	10/04/2012

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of October 4, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by CompuCom Systems, Inc. (the "**Grantor**") in favor of Citibank, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Second Lien Collateral Agent**").

WHEREAS, the Grantor is party to a Second Lien Guarantee and Collateral Agreement dated as of October 4, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**") between the Grantor and the other grantors party thereto and the Second Lien Collateral Agent pursuant to which the Grantor granted a security interest to the Second Lien Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Second Lien Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SECTION 2.1 Grant of Security. The Grantor hereby pledges, assigns, transfers and grants to the Second Lien Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and

all common-law rights related thereto, including any of the foregoing listed in Schedule A, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) general intangibles of a like nature, (v) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

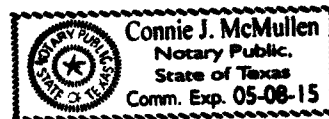
COMPUCOM SYSTEMS, INC.

By: *[Signature]*
Name: John Massey
Title: Vice President


STATE OF Texas)
COUNTY OF Dallas) ss.

On this 28 day of Sept., 2002 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CompuCom Systems, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public



CITIBANK, N.A.,
as Second Lien Collateral Agent

By: 
Name: David Leland
Title: Vice President

Signature page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 004874 FRAME: 0990

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Owner	Application, Registration or Issuance Number	Date of Application, Registration or Issuance	Jurisdiction
CAREGUARD	CompuCom Systems, Inc.	2906326	11/30/04	United States
CAREGUARD	Vanguard Managed Solutions, LLC	267411	11/29/04	Czech Republic
CAREGUARD	Vanguard Managed Solutions, LLC	033233679	6/27/03	France
CAREGUARD	Vanguard Managed Solutions, LLC	2334930	12/12/03	Great Britain
CCSI	CompuCom Systems, Inc.	1143943	2/19/20	Mexico
CLIENTLINK	CompuCom Systems, Inc.	2,904,392	11/23/04	United States
CLIENTLINK	CompuCom Systems, Inc.	2,009,544	10/22/96	United States
COMPUCOM	CompuCom Systems, Inc.	3,789,043	5/18/10	United States
COMPUCOM	CompuCom Systems, Inc.	1,782,941	7/20/93	United States
COMPUCOM	CompuCom Systems, Inc.	1,784,614	7/27/93	United States
COMPUCOM	CompuCom Systems, Inc.	TMA807,640	9/27/11	Canada
COMPUCOM	CompuCom Systems, Inc.	2010-4669	5/24/11 (pending)	Costa Rica
COMPUCOM	CompuCom Systems, Inc.	1737117	2/19/11	India
COMPUCOM	CompuCom Systems, Inc.	1121308	9/18/09	Mexico
COMPUCOM	CompuCom Systems, Inc.	1119273	9/4/09	Mexico
EXCELL (and Design)	CompuCom Systems, Inc.	2,190,251	9/22/98	United States
IIM	CompuCom Systems, Inc.	3,786,541	5/11/10	United States
IIM	CompuCom Systems, Inc.	TMA800,496	6/21/11	Canada

IIM	CompuCom Systems, Inc.	009095464	11/19/10	CTM
IIM	CompuCom Systems, Inc.	1173279	8/16/10	Mexico
IIMV3	CompuCom Systems, Inc.	3,786,540	5/11/10	United States
ITIQ	CompuCom Systems, Inc.	2,669,676	12/31/02	United States
ITIQ (and Design/Color)	CompuCom Systems, Inc.	2,723,578	6/10/03	United States
MOSAIC OA	CompuCom Systems, Inc.	2,063,642	5/20/97	United States
O (Logo)	CompuCom Systems, Inc.	1,833,526	4/26/94	United States
O (Logo)	CompuCom Systems, Inc.	1,833,479	4/26/94	United States
PINNACLE	CompuCom Systems, Inc.	1,467,740	12/1/87	United States
PINNACLE	CompuCom Systems, Inc.	1,461,907	10/20/87	United States
PINNACLE PLUS	CompuCom Systems, Inc.	1,478,460	3/1/88	United States
REDSIREN	CompuCom Systems, Inc.	2,782,258	11/11/03	United States
WANG	CompuCom Systems, Inc.	1,284,609	7/3/84	United States