

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in United States Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CompuCom Systems, Inc.		05/09/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	3786540	IIMV3
Registration Number:	3786541	IIM
Registration Number:	3789043	COMPUCOM
Registration Number:	2904392	CLIENTLINK
Registration Number:	2906326	CAREGUARD
Registration Number:	2723578	I T I Q
Registration Number:	2782258	REDSIREN
Registration Number:	2669676	ITIQ
Registration Number:	2190251	EXCELL
Registration Number:	2009544	CLIENTLINK
Registration Number:	2063642	MOSAIC OA
Registration Number:	1782941	COMPUCOM
Registration Number:	1784614	COMPUCOM
Registration Number:	1833526	

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Registration Number:	1833479	
Registration Number:	1478460	PINNACLE PLUS
Registration Number:	1461907	PINNACLE
Registration Number:	1467740	PINNACLE
Registration Number:	1284609	WANG

**CORRESPONDENCE DATA**

Fax Number:

*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, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049133-0051
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	05/09/2013

**Total Attachments: 6**

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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “**Agreement**”), dated as of May 9, 2013, is entered into by CompuCom Systems, Inc., a Delaware corporation with principal offices at 7171 Forest Lane, Dallas, Texas 75230 (the “**Grantor**”), and Citibank, N.A. (the “**Grantee**”), as Administrative Agent (as defined in the Security Agreement (as defined below)).

WHEREAS, the Grantor is the owner of all right, title and interest in and to the United States trademarks and associated United States trademark registrations and applications for registration set forth in Schedule A attached hereto (collectively, the “**Trademarks**”);

WHEREAS, Grantee desires to acquire a security interest in the Trademarks; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Pledge and Security Agreement, dated as of the date hereof by and among the Grantor, the other grantors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “**Security Agreement**”; capitalized terms used herein without definition shall have the meanings given to them in the Security Agreement), the Grantor and the Grantee agree as follows:

i. Grant of Security Interest

a. The Grantor hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under (i) the Trademarks and all goodwill appurtenant to the use thereof or symbolized thereby; (ii) all Proceeds and products of the Trademarks, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

b. This Agreement has been entered into in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

ii. Release of Security Interest

Upon the occurrence of the Termination Date, or as otherwise provided in the Security Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

iii. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner for Trademarks of the United States record this security interest in the Trademarks.

iv. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES  
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN  
ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

v. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee the Grantor and their respective successors and permitted assigns. The Grantor shall not, without the prior written consent of the Grantee given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

vi. Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

COMPUCOM SYSTEMS, INC.

By: 

Name: Noah Asher

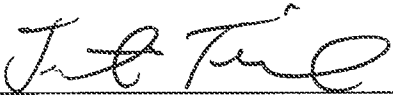
Title: Chief Financial Officer

*[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]*

**TRADEMARK**  
**REEL: 005024 FRAME: 0276**

ACCEPTED AND AGREED TO BY:

CITIBANK, N.A., as Administrative Agent

By: 




Name: Justin Tichauer

Title: Vice President

*[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]*

**TRADEMARK**  
**REEL: 005024 FRAME: 0277**

SCHEDULE A  
TRADEMARKS

Owner	Trademark	Application Number	Registration Number
CompuCom Systems, Inc.	IIMV3	76700460	3786540
CompuCom Systems, Inc.	IIM	76700462	3786541
CompuCom Systems, Inc.	COMPUCOM	76699646	3789043
CompuCom Systems, Inc.	CLIENTLINK	76540630	2904392
CompuCom Systems, Inc.	CAREGUARD	78254635	2906326
CompuCom Systems, Inc.	ITIQ 	76375890	2723578
CompuCom Systems, Inc.	REDSIREN	76006922	2782258
CompuCom Systems, Inc.	ITIQ	75936668	2669676
CompuCom Systems, Inc.	EXCELL 	75143345	2190251
CompuCom Systems, Inc.	CLIENTLINK	74650419	2009544
CompuCom Systems, Inc.	MOSAIC OA	74528510	2063642
CompuCom Systems, Inc.	COMPUCOM	74329067	1782941
CompuCom Systems, Inc.	COMPUCOM	74329068	1784614
CompuCom Systems, Inc.	Design Only 	74329069	1833526
CompuCom Systems, Inc.	Design Only	74329070	1833479
CompuCom Systems, Inc.	PINNACLE PLUS	73671615	1478460
CompuCom Systems, Inc.	PINNACLE	73653665	1461907
CompuCom Systems, Inc.	PINNACLE	73653680	1467740

Owner	Trademark	Application Number	Registration Number
CompuCom Systems, Inc.	WANG	73404992	1284609