

## 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
KLIP Xtreme LLC		05/10/2013	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A.		
Street Address:	10161 Centurion Parkway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	TRUSTEE: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4087983	GOES WITH YOUR WORLD!	
CORRESPONDENCE DATA			
Fax Number:	2027875520		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2027875523		
Email:	pto@morriskamlay.com		
Correspondent Name:	Morris & Kamlay LLP		
Address Line 1:	1150 18th Street, NW		
Address Line 2:	Suite 575		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	505200-000000		
NAME OF SUBMITTER:	Robert Hurley		
Signature:	/Robert Hurley/		

OP \$40.00 4087983

Date:

05/10/2013

**Total Attachments: 5**

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## **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of May 10, 2013, by KLIP Xtreme LLC, a Florida corporation (the “Pledgor”), in favor of The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee pursuant to the Indenture (in such capacity, the “Trustee”).

### WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement dated as of December 22, 2009 (as the same may be amended, supplemented or otherwise modified, the “Security Agreement”) in favor of the Trustee pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Trustee, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Trustee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Trustee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property);

provided, however, that this Trademark Security Agreement shall not operate as a grant of security interest or other assignment to the Trustee of any “intent to use” trademark or service mark applications filed in the United States Patent and Trademark Office under 15 U.S.C. 1051(b) or other applicable statute for which a statement of use has not been filed (but only until such statement has been filed and accepted) and such “intent to use” trademark application shall be excluded from the Pledged Collateral so long as and only to the extent such grant would result in the forfeiture of the Pledgor’s rights in such “intent to use” trademark applications. When a statement of use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be exempted from this Trademark Security Agreement.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Trustee pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Trustee shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Trustee pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Trustee hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Trustee shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement and shall reasonably cooperate with the Pledgor to record or otherwise confirm such release and/or termination.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party here- to may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

KLIP XTREME LLC

By: 

Name: *Mattia Pizicchi*


Title: *Manager*

*[Signature Page – Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005025 FRAME: 0327**

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Trustee

By: 

Name: Lawrence Dillard  
Title: Vice President

*[Signature Page – Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005025 FRAME: 0328**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
KLIP Xtreme LLC	4,087,983	GOES WITH YOUR WORLD!

**Trademark Applications:** None