

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LifeSpan International, Inc.		08/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank		
Street Address:	100 Wellington Street West		
Internal Address:	26th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Canadian chartered bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3789728	LIFESPAN TECHNOLOGY RECYCLING	
Registration Number:	3795598	LIFESPAN SECURE DESTRUCTION	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314.552.6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Shoko Naruo		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	57809-135724		
NAME OF SUBMITTER:	Shoko Naruo		
SIGNATURE:	/shoko naruo/		
DATE SIGNED:	08/29/2014		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement"), dated as of August 29, 2014, by LifeSpan, International, Inc., a Delaware corporation located at 1275 Grove Street, Suite 2-400, Newton, Massachusetts 02466 (the "Grantor"), in favor of The Toronto-Dominion Bank, a Canadian chartered bank located at 100 Wellington Street West, 26th Floor, Toronto, Ontario M5K 1A2, as Lender under the hereinafter defined Security Agreement (in such capacity, the "Lender").

W I T N E S S E T H:

WHEREAS, CDI Computer Dealers Inc. (formerly, 2393811 Ontario Inc.) (the "Borrower") has entered into that certain Credit Agreement, dated as of November 4, 2013, between the Borrower and the Lender, as amended by an amendment to credit agreement dated as of the date hereof (the "Amendment") (as may be amended, modified, supplemented or replaced from time to time, collectively, the "Credit Agreement"), pursuant to which the Lender agreed to make available certain credit facilities to the Borrower for the purposes and on the terms and conditions more specifically outlined therein;

WHEREAS, the Grantor is a newly formed Subsidiary of CDI Computers (US) Corp.;

WHEREAS, the Lender has required pursuant to the Credit Agreement that the Grantor enter into that certain Security Agreement dated as of August 29, 2014 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement") in order to secure the Borrower's "Secured Obligations" (as defined in the Security Agreement);

WHEREAS, in furtherance of its obligations under the Security Agreement the Grantor has executed and delivered this Agreement for recordation in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due and punctual performance and payment of its Secured Obligations, Grantor does hereby grant to Lender a security interest in all of the following property, whether now owned or hereafter acquired or existing:

- A. all trademark registrations and applications set forth in Exhibit A hereto (the "Trademarks");
- B. all of the Trademark licenses and all income and royalties with respect to such licenses;

C. all renewals, reissues, continuations, extensions or the like of any of the Trademarks, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the Trademarks;

D. the entire goodwill of the businesses of the Grantor connected with and symbolized by the Trademarks;

E. all rights of action on account of past, present and future unauthorized use of any of the Trademarks and for infringement of said Trademarks and like protection or for any injury to the goodwill associated with the use of any of the Trademarks or for breach or enforcement of any of the Trademark licenses;

F. the right to file and prosecute registration of the Trademarks; and

G. all proceeds of any and all of the foregoing, including, without limitation, license royalties, rights to payment, accounts and proceeds of infringement suits.

SECTION 3. Governing Document. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement. This Agreement is governed by the Security Agreement, to which reference should be made for a full description of the rights and remedies of the Lender with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 4. Security Document. This Agreement is a Security Document subject to and for the purposes of the Credit Agreement.

SECTION 5. CHOICE OF LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE PERFECTION OR PRIORITY OF THE ENCUMBRANCE AND SECURITY INTERESTS CREATED HEREUNDER IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. SUBJECT ONLY TO THE EXCEPTION IN THE NEXT SENTENCE, THE GRANTOR AND LENDER HEREBY AGREE TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN NEW YORK, AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN AND AGREE THAT ANY DISPUTE CONCERNING THE RELATIONSHIP BETWEEN THE PARTIES HERETO OR THE CONDUCT OF ANY PARTY IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE SHALL BE HEARD ONLY IN THE COURT DESCRIBED ABOVE. NOTWITHSTANDING THE FOREGOING, LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL.

SECTION 6. Counterparts. This agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together


shall constitute one agreement, and any of the parties hereto may execute this agreement by signing any such counterpart.

[Signatures appear on the next page.]

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

GRANTOR:

LIFESPAN INTERNATIONAL, INC.

By: 
Name: Naipaul Sheosankar
Title: Controller

Accepted and Agreed:

LENDER:

THE TORONTO-DOMINION BANK, as Lender

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

GRANTOR:


LIFESPAN INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

Accepted and Agreed:

LENDER:

THE TORONTO-DOMINION BANK, as Lender

By: 
Name: _____ **Alison Glube**
Title: _____ **Senior Analyst**
National Accounts


By: 
Name: _____
Title: _____
Blake Campbell
Manager Commercial Credit
National Accounts

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

Trademarks

- LifeSpan Technology Recycling service mark, Registration Number 3,789,728. Application filed August 17, 2009; mark registered May 18, 2010.
- LifeSpan Secure Destruction service mark, Registration Number 3,795,598. Application filed September 16, 2009; mark registered June 1, 2010.