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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Exp. Mail Date
6-15-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
03111999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **PC SERVICE SOURCE, INC.**

03111999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization **DELAWARE**

Receiving Party

Mark if additional names of receiving parties attached

Name **PNC BANK, NATIONAL ASSOCIATION**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **1600 MARKET STREET**

Address (line 2) **22nd FLOOR**

Address (line 3) **PHILADELPHIA**

PENNSYLVANIA

19103

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization **PENNSYLVANIA**

06/17/1999 DNGUYEN 00000204-020755 75501543

FOR OFFICE USE ONLY

01 FC:481
02 FC:482
(40.00 CH
150.00 CH)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001915 FRAME: 0700

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name **SALLY A. STEFFEN**

Address (line 1) **BALLARD SPAHR ANDREWS & INGERSOLL, LLP**

Address (line 2) **1735 MARKET STREET, 51st FLOOR**

Address (line 3) **PHILADELPHIA, PA 19103**

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number **215-864-8222**

Name **SALLY A. STEFFEN**

Address (line 1) **BALLARD SPAHR ANDREWS & INGERSOLL, LLP**

Address (line 2) **1735 MARKET STREET, 51st FLOOR**

Address (line 3) **PHILADELPHIA, PA 19103**

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. # **3**

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75501543 **75530484** **75530333**

2118582 **2094578** **2040727**

75608096

Number of Properties Enter the total number of properties involved. # **7**

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ **190**

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # **020755**

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Sally A. Steffen
Name of Person Signing

Sally A. Steffen
Signature

6/15/99
Date Signed

EXHIBIT A

TRADEMARKS

Exhibit A to the Trademark Security Agreement dated as of March 11, 1999, by and between PC Service Source, Inc. and PNC Bank, National Association.

<u>Mark</u>	<u>Country</u>	<u>Application or Registration Number and Date</u>	<u>Class</u>	<u>Goods/Services</u>
PC Service Net	U.S.A.	Reg. No. 2118582 12/2/97	35	On-line Retail Store Services, via a Global Computer Network, featuring computer parts.
PC Service Source	U.S.A.	Reg. No. 2094578 09/09/97	35	Distributorship Services in the Field of Computer Hardware Used in repair of Personal Computers and Associated Peripherals
PC Xtras	U.S.A.	Never Filed		
Right Parts. Right Now.	U.S.A.	Reg. No. 2040727 02/25/97	42	Distributorship in the Field of Computer Hardware Used in Repair of Personal Computers and Associated Peripherals
Warrantyfiler	Texas State	Reg. No. 54053 12/01/94	9	Computer Programs for Processing, Tracking and Reconciliation of Warranty Claims
Certiparts	Not filed		9	Reconditioned computer parts.
Parts Point	U.S.A.	App. No. 75/501, 543, 06/12/98	42	Frequent purchaser program for promoting sales of computer hardware.
PC Parts Net	U.S.A.	App. No. 75/530, 484 08/04/98	35	On-line warranty order and claim processing services, via a global computer network, featuring computer parts.

<u>Mark</u>	<u>Country</u>	<u>Application or Registration Number and Date</u>	<u>Class</u>	<u>Goods/Services</u>
PC Win	U.S.A.	App. No. 75/530, 333 08/04/98	35	On-line warranty order and claim processing services, via a global computer network, featuring computer parts.
Tekware	U.S.A.	App. No. 75/608, 096 12/18/98	35	Retail catalog sales of computer and printer accessories, peripherals and manuals therefor, and cleaning supplies and tools for computer and printer accessories.
Tekware	U.S.A.	Not filed	9	Computer parts.

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made and entered into as of the 11th day of March, 1999, between PC SERVICE SOURCE, INC., a Delaware corporation (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, as Agent for the Lenders (hereinafter referred to) (the "Secured Party").

Background

On March 11th, 1999 pursuant to a Revolving Credit and Security Agreement (the "Credit Agreement") the Assignor, Cyclix Engineering Corporation and Hi-Tek Services, Inc. (collectively, the "Borrowers") borrowed or obtained extensions of credit from certain financial institutions parties thereto (the "Lenders") in an amount not to exceed Twenty-Five Million Dollars (\$25,000,000) (the "Loans"), which Loans are evidenced by one or more promissory notes in favor of the Lenders (as same may hereafter be modified, restated or substantially, the "Notes") and the Assignor is executing and delivering this Trademark Security Agreement as collateral security for the Loans. The Credit Agreement, the Notes and all related documents, instruments and agreements referred to therein are hereinafter referred to as the "Loan Documents".

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Secured Party to enter into the Loan Documents, and intending to be legally bound hereby, the parties agree as follows:

1. Grant of Security Interest. Pursuant to and in confirmation of the terms and conditions of the Credit Agreement and as additional collateral security for the performance of the obligations of the Borrowers under the terms and provisions of the Loan Documents (the "Secured Indebtedness"), the Assignor hereby grants and conveys to the Secured Party, for the ratiabile benefit of the Lenders, a security interest in and to all of the Assignor's right, title and interest existing in the trademarks which are registered or for which application for registration has been made with the United States Patent and Trademark Office in the name of the Assignor, as listed on Exhibit A attached hereto (as the same may be amended pursuant hereto from time to time), and in the trademarks hereafter acquired or filed by the Assignor, including without limitation all renewals thereof, all proceeds of infringement suits to sue for past, present and future infringements and all rights corresponding thereto in the United States, together with any goodwill of the business in connection with which all such trademarks are used ("Trademarks").

2. Representations and Warranties. The Assignor represents and warrants to the Secured Party that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons);

(e) The Assignor has the right to enter into this Trademark Security Agreement and perform its terms; and

(f) The Assignor will use for the duration of this Trademark Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks.

3. New Trademarks. If before the Secured Indebtedness shall have been paid in full, the Assignor shall obtain rights to any new trademarks, the provisions of Section 1 shall automatically apply thereto and the Assignor shall give the Secured Party prompt written notice thereof.

4. Covenants. The Assignor covenants that until the Secured Indebtedness is fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of the Secured Party, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Secured Party may reasonably deem necessary in obtaining the full benefits of this Trademark Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. The Assignor also hereby authorizes the Secured Party to file any such financing or continuation statement without the signature of the Assignor to the extent permitted by applicable law. After an Event of Default (as defined in the Credit Agreement), if any amount payable under or in connection with any of the Trademarks shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to the Secured Party hereunder, duly endorsed in a manner satisfactory to the Secured Party.

(b) Maintenance of Trademarks. The Assignor will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify the Secured Party immediately if it knows of any reason or has reason to know of any ground under which this result may occur. The Assignor shall take appropriate action at its expense to halt the infringement of the Trademarks.

(c) Indemnification. The Assignor assumes all responsibility and liability arising from the use of the Trademarks, and the Assignor hereby indemnifies and holds the Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of the Assignor's operations of its business from the use of the Trademarks.

(d) Limitation of Liens on Trademarks. The Assignor will not create, permit or suffer to exist, and will defend the Trademarks against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Trademarks.

(e) Notices. The Assignor will advise the Secured Party promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Trademarks, (ii) of any material change in the composition of the Trademarks, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Trademarks or on the security interests created hereunder.

(f) Limitation on Further Uses of Trademarks. The Assignor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Trademarks, without prior written consent of the Secured Party.

5. Remedies, Rights Upon Event of Default.

(a) Pursuant to this Trademark Security Agreement and as a condition to the Lenders and the Secured Party entering into the Credit Agreement, the Assignor shall execute and deliver to the Secured Party a written Assignment of Trademarks (attached hereto as Exhibit B) (the "Assignment"). The Secured Party shall hold the Assignment in escrow until such time as (i) an Event of Default occurs and the Secured Party has elected to exercise its remedies hereunder and under the other Loan Documents or (ii) the Assignor requests delivery of the Assignment pursuant to Section 6 hereof. Upon the occurrence of any such Event of Default and the exercise by the Secured Party of its remedies in respect

thereof, the Secured Party shall be entitled, without prior notice to the Assignor, to file the Assignment with the United States Patent and Trademark Office and shall have the right, at any time (but shall have no obligation) to take, in its name or in the name of the Assignor or otherwise, such actions as the Secured Party may, at any time or from time to time, deem necessary to sell, transfer and assign the Trademarks. If the Secured Party shall elect to exercise its rights hereunder and under the Assignment after an Event of Default, the United States Patent and Trademark Office shall have the right to rely upon the Secured Party's written statement of the Secured Party's right to sell, assign and transfer the Trademarks and the Assignor hereby irrevocably authorizes the United States Patent and Trademark Office to recognize such sale by the Secured Party either in the Assignor's name or in the Secured Party's name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the Assignor under the Agreements.

(b) If an Event of Default shall occur and be continuing, all payments received by the Assignor under or in connection with any of the Trademarks shall be held by the Assignor in trust for the Secured Party, shall be segregated from other funds of the Assignor and shall forthwith upon receipt by the Assignor, be turned over to the Secured Party, in the same form as received by the Assignor (duly indorsed by the Assignor to the Secured Party, if required), and any and all such payments so received by the Secured Party (whether from the Assignor or otherwise) shall be applied in whole or in part by the Secured Party against all or any part of the Secured Indebtedness in such order as the Secured Party shall elect. Any balance of such payments held by the Secured Party and remaining after payment in full of all the Secured Indebtedness shall be paid over to the Assignor or to whomsoever may be lawfully entitled to receive the same.

(c) If any Event of Default shall occur and be continuing, the Secured Party may exercise in addition to all other rights and remedies granted to it in this Trademark Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Indebtedness, all rights and remedies of a secured party under the Uniform Commercial Code. The Borrowers shall remain liable for any deficiency if the proceeds of any sale or disposition of the Trademarks are insufficient to pay all amounts to which the Secured Party is entitled. The Borrowers shall also be liable for the reasonable fees of any attorneys employed by the Secured Party to collect any such deficiency and also as to any reasonable attorneys' fees incurred by the Secured Party with respect to the collection of any of the Secured Indebtedness and the enforcement of any of the Secured Party's respective rights hereunder.

6. Termination. Upon payment and satisfaction in full of the Secured Indebtedness, the Secured Party shall, at the Assignor's expense, release the security interest in the Trademarks granted hereunder and execute and deliver such instruments and other documents and take such further actions as may be necessary to carry out such release, including (a) cancellation of this Agreement by written notice (in substantially the form of Exhibit C attached hereto), executed on behalf of the Secured Party, to the United States Patent and Trademark Office and (b) delivery of the Assignment to the Assignor.

7. Notices. Notices that may or are required to be delivered hereunder shall be given to the addresses and in the manner provided in the Credit Agreement.

8. Governing Law and Severability. This Agreement and the Assignment shall be construed according to the laws of the Commonwealth of Pennsylvania and if any of its provisions are judicially determined to be in conflict with any law of the Commonwealth of Pennsylvania or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Agreement or the Assignment.

9. Successors and Assigns. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed in favor of the Secured Party by its duly authorized officer as of the 11th day of March, 1999.

PC SERVICE SOURCE, INC.

By: 

Avery More
Chairman of the Board &
Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Michael S. Wagner
Vice President

6. Termination. Upon payment and satisfaction in full of the Secured Indebtedness, the Secured Party shall, at the Assignor's expense, release the security interest in the Trademarks granted hereunder and execute and deliver such instruments and other documents and take such further actions as may be necessary to carry out such release, including (a) cancellation of this Agreement by written notice (in substantially the form of Exhibit C attached hereto), executed on behalf of the Secured Party, to the United States Patent and Trademark Office and (b) delivery of the Assignment to the Assignor.

7. Notices. Notices that may or are required to be delivered hereunder shall be given to the addresses and in the manner provided in the Credit Agreement.

8. Governing Law and Severability. This Agreement and the Assignment shall be construed according to the laws of the Commonwealth of Pennsylvania and if any of its provisions are judicially determined to be in conflict with any law of the Commonwealth of Pennsylvania or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Agreement or the Assignment.


9. Successors and Assigns. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed in favor of the Secured Party by its duly authorized officer as of the 11th day of March, 1999.

PC SERVICE SOURCE, INC.

By: _____
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Michael S. Wagner
Vice President

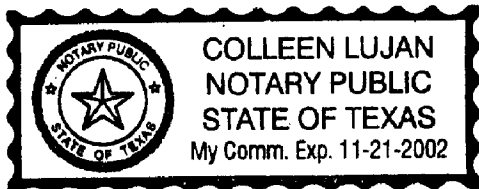
STATE OF TEXAS

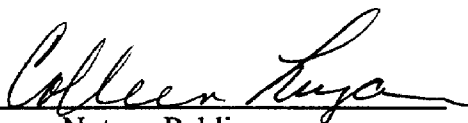
:
: SS.
:

COUNTY OF DALLAS

On the 11~~th~~ day of March, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Avery More, who acknowledged himself to be the Chairman of the Board and Chief Executive Officer of PC Service Source, Inc., a Delaware corporation, and that he, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.





Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

On the 11 day of March, 1999, before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Michael S. Wagner, who acknowledged himself to be a Vice President of PNC Bank, National Association, a national banking association, and that he, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of PNC Bank, National Association by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.



Notary Public

My Commission Expires:

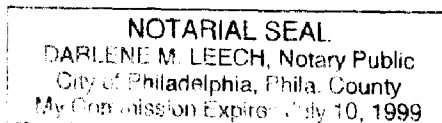


EXHIBIT B

TRADEMARK ASSIGNMENT

This Assignment of Trademarks ("Assignment") is made this ____ day of March, 1999 by PC SERVICE SOURCE, INC., a Delaware corporation ("Assignor"), to PNC BANK, NATIONAL ASSOCIATION, a national banking association, as Agent ("Secured Party"), pursuant to the Trademark Security Agreement dated as of March ____, 1999 by and between Assignor and Secured Party (the "Trademark Security Agreement").

Background

Section 5(a) of the Trademark Security Agreement provides that Assignor shall execute a written assignment of the Trademarks listed on Exhibit A thereto (attached hereto as Exhibit 1A) and deliver such assignment to Secured Party to be held in escrow until such time as (a) an Event of Default (as defined in the Credit Agreement referred to in the Trademark Security Agreement shall occur and the Secured Party has elected to exercise its remedies in respect thereof, or (b) Assignor requests delivery of the assignment pursuant to Section 6 of the Trademark Security Agreement.

1. Assignment. Assignor hereby assigns to Secured Party and its successors and assigns, the Trademarks referred to in Exhibit 1A together with any goodwill of the business in connection with which such Trademarks are used, and registrations and applications therefor (collectively, the "Assigned Material").

2. Amendment. The provisions of this Assignment shall be read cumulatively with the provisions of Sections 2, 3, 4, 5, 7, 8 and 9 of the Trademark Security Agreement. This Assignment amends the Trademark Security Agreement by deleting Sections 1 and 6 of the Trademark Security Agreement which Sections 1 and 6 shall be of no further force or effect in respect of the Assigned Material.

3. No Other Assignment. Assignor warrants and represents that it has made no other assignment or disposition of the Assigned Material other than in favor of Secured Party.

4. Right to File. Upon the occurrence of an Event of Default and the election by the Secured Party to exercise its remedies in respect thereof, Secured Party shall be entitled, without prior notice to Assignor, to file this Assignment with the United States Patent and Trademark Office and shall have the right, at any time (but shall have no obligation) to take, in its name or in the name of Assignor or otherwise, such actions as the

Secured Party may, at any time or from time to time, deem necessary to sell, transfer and assign the Assigned Material.

5. Reliance. If the Secured Party shall elect to exercise its rights hereunder and under the Assignment after the occurrence of an Event of Default, the United States Patent and Trademark Office shall have the right to rely upon the Secured Party's written statement of the Secured Party's right to sell, assign and transfer the Assigned Material and Assignor hereby irrevocably authorizes the United States Patent and Trademark Office to recognize such sale by the Secured Party either in Assignor's name or in the Secured Party's name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by Assignor under the Agreements.

6. Notices. Notices that may or are required to be delivered hereunder shall be sufficient if given to the addresses and in the manner provided in the Credit Agreement.

7. No Further Assignments. Assignor shall not further assign, transfer or convey its interests in the Assigned Material without the prior written consent of Secured Party.

8. Governing Law and Severability. This Assignment shall be construed according to the laws of the Commonwealth of Pennsylvania and if any of its provisions are judicially determined to be in conflict with any law of the Commonwealth of Pennsylvania or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed and attested by its said officer this _____ day of March, 1999.

PC SERVICE SOURCE, INC.

By: _____
Name:
Title:

EXHIBIT 1A

TRADEMARKS

Exhibit A to the Trademark Security Agreement dated as of March 11, 1999, by and between PC Service Source, Inc. and PNC Bank, National Association.

<u>Mark</u>	<u>Country</u>	<u>Application or Registration Number and Date</u>	<u>Class</u>	<u>Goods/Services</u>
PC Service Net	U.S.A.	Reg. No. 2118582 12/2/97	35	On-line Retail Store Services, via a Global Computer Network, featuring computer parts.
PC Service Source	U.S.A.	Reg. No. 2094578 09/09/97	35	Distributorship Services in the Field of Computer Hardware Used in repair of Personal Computers and Associated Peripherals
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Right Parts. Right Now.	U.S.A.	Reg. No. 2040727 02/25/97	42	Distributorship in the Field of Computer Hardware Used in Repair of Personal Computers and Associated Peripherals
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<u>Mark</u>	<u>Country</u>	<u>Application or Registration Number and Date</u>	<u>Class</u>	<u>Goods/Services</u>
PC Win	U.S.A.	App. No. 75/530, 333 08/04/98	35	On-line warranty order and claim processing services, via a global computer network, featuring computer parts.
Tekware	U.S.A.	App. No. 75/608, 096 12/18/98	35	Retail catalog sales of computer and printer accessories, peripherals and manuals therefor, and cleaning supplies and tools for computer and printer accessories.
Tekware	U.S.A.	Not filed	9	Computer parts.

STATE OF TEXAS

:
: ss.
:

COUNTY OF _____

On the _____ day of March, 1999, before me, the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ of PC SERVICE SOURCE, INC., a Delaware corporation, and that he, being authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

EXHIBIT C

TRADEMARK ASSIGNMENT TERMINATION AGREEMENT

WHEREAS PC SERVICE SOURCE, INC., a Delaware corporation (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, as Agent (the "Secured Party") entered into a certain Trademark Security Agreement dated as of March _____, 1999 (the "Trademark Security Agreement") that by its terms granted Secured Party a security interest in certain registered trademarks and then pending trademark applications listed in Exhibit A (the "Trademarks"), as any of the same may from time to time be amended or supplemented, to the Trademark Security Agreement;

WHEREAS, Section 6 of the Trademark Security Agreement provides that the Secured Party shall take such actions as are necessary to reassign the Trademarks to the Assignor, including the cancellation of the Trademark Security Agreement upon the Assignor's payment and satisfaction in full of the Secured Indebtedness (as such term is defined in the Trademark Security Agreement); and

WHEREAS, the Assignor has paid or has caused to be paid and satisfied in full the Secured Indebtedness for which the security interest in the Trademarks was granted.

NOW THEREFORE the parties hereto agree that the Secured Party hereby reassigns to the Assignor the interest in the Trademarks in which the Secured Party was granted a security interest under the Trademark Security Agreement and authorizes the Assignor to seek the cancellation of the Trademark Security Agreement from the register of the U.S. Patent and Trademark Office where it was filed on _____, _____ receiving document no. _____.

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Trademark Assignment Termination Agreement as of this _____ day of _____, _____.

PC SERVICE SOURCE, INC.

By: _____
Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

STATE OF TEXAS

:
: SS.

COUNTY OF _____

:

On the _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ PC SERVICE SOURCE, INC., a Delaware corporation, and that he, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

On the _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ of PNC Bank, National Association, and that he, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the PNC Bank, National Association by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires: