

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tekgraf, Inc.		12/31/2001	CORPORATION: GEORGIA

RECEIVING PARTY DATA	
Name:	TK Acquisition Corporation
Street Address:	1110 West Butler Road
Internal Address:	Suites A & B
City:	Greenville
State/Country:	SOUTH CAROLINA
Postal Code:	29607
Entity Type:	CORPORATION: SOUTH CAROLINA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76223868	TEKGRAF

CORRESPONDENCE DATA	
Fax Number:	(864)235-8900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	864-242-8382
Email:	tmills@wyche.com
Correspondent Name:	Terrell W. Mills
Address Line 1:	44 E. Camperdown Way
Address Line 2:	PO Box 728 (29602)
Address Line 4:	Greenville, SOUTH CAROLINA 29601

ATTORNEY DOCKET NUMBER:	16149.15
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NAME OF SUBMITTER:	Andrea S. Stegall
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Total Attachments: 5
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TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT is made this 31st day of December, 2001 between Tekgraf, Inc., a Georgia Corporation ("Seller") and TK Acquisition Corporation, a South Carolina corporation, as successor in interest to SCB Acquisitions, LLC, a South Carolina limited liability company ("Buyer").

1. Seller and Buyer are parties to that certain Asset Purchase and Sale Agreement dated October 29, 2001 (the "Purchase Agreement") which calls for, among other things, the transfer of certain trademarks and service marks. All capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Purchase Agreement.
2. Seller wishes to assign to Buyer all right, title and interest in and to the trademarks, service marks and applications therefor set forth on Schedule 1.01(g) of the Purchase Agreement (the "Marks") and the goodwill symbolized and associated with the Marks.
3. Buyer desires to acquire all of Seller's right, title and interest in and to and under the Marks, and the goodwill symbolized and associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, assign, transfer and set over Buyer, its successors and assigns, all of Seller's right, title and interest in and to the Marks together with the goodwill associated with said Marks (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by Buyer, for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller, had this sale and assignment not been made.

Seller hereby requests the Commissioner of Patents and Trademarks to record Buyer as the owner of the entire right, title and interest in and to the Marks for the sole use and enjoyment of Buyer, its successors and assigns, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

TEKGRAF, INC.

By: _____

Name: _____

Title: _____

TK ACQUISITION CORPORATION

By: _____

Name: _____

Title: _____

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3. Buyer desires to acquire all of Seller's right, title and interest in and to and under the Marks, and the goodwill symbolized and associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, assign, transfer and set over Buyer, its successors and assigns, all of Seller's right, title and interest in and to the Marks together with the goodwill associated with said Marks (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by Buyer, for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller, had this sale and assignment not been made.

Seller hereby requests the Commissioner of Patents and Trademarks to record Buyer as the owner of the entire right, title and interest in and to the Marks for the sole use and enjoyment of Buyer, its successors and assigns, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

TEKGRAF, INC.

TK ACQUISITION CORPORATION

By: _____

By: SCB

Name: _____

Name: SCOTT C BARBER

Title: _____

Title: CEO

STATE OF Illinois

COUNTY OF Cook

Before me personally appeared Tekgraf, Inc. through Thomas Mason, its Chief Financial Officer, who executed the foregoing Assignment and acknowledged that s/he executed said Assignment as her/his free act.

Deborah M. Connor
Notary Public



STATE OF _____

COUNTY OF _____

Before me personally appeared TK Acquisition Corporation who accepted and executed the foregoing Assignment and acknowledged that s/he accepted and executed said Assignment as her/his free act.

Notary Public

STATE OF _____

COUNTY OF _____


Before me personally appeared Tekgraf, Inc. through _____, its
_____, who executed the foregoing Assignment and acknowledged that s/he
executed said Assignment as her/his free act.

Notary Public

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Before me personally appeared TK Acquisition Corporation who accepted and executed
the foregoing Assignment and acknowledged that s/he accepted and executed said Assignment as
her/his free act.



Notary Public

CH01/12194428.1

Schedule 1.01(f)
Intellectual Property

Trademarks:

Tekgraf

<u>System Software Licenses</u>	<u>User Seats</u>	
Exchange (Mail)	75	Transfer
SQL	75	Transfer
Citrix	25	Transfer
SQL for DB Server	2	Transfer
Fax	20	Transfer
Win 2k 5@700 ea (NEW)	5	New Purchase
1 NT Workstation (NEW)	1	New Purchase

<u>Application Software Licenses</u>	<u>User Seats</u>	
Sage User Licenses	75	Transfer
Sales Logix	40	Transfer

<u>Hardware</u>	<u>Server Name</u>
Tekgraf Web Server	TEKATLBKUP
Fax server/domain controller	CHI-WALLY
Mail/sales Logix/File server/Domain	CHI-DILBERT1
Sales Logx Admin Sync Server	SALESLOGIXADM
Firewall	FIREWALL
Terminal Server	CHI-TS1
Meta Frame	CHI-METAFRAME
Data Base Server (Sage) NEW	New Purchase
UPS (NEW)	New Purchase
Cisco Switch	SWITCH