

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
Software Brokers of America, Inc.		08/25/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	The Bank of New York, as Trustee
Street Address:	101 Barclay Street, 8W
Internal Address:	Corporate Trust Administration
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	a New York banking corporation:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	75068242	HURRICANE
Serial Number:	75068243	HURRICANE SYSTEMS
Serial Number:	74510388	HURRICANE SYSTEMS
Serial Number:	75419728	INTCOMEX
Serial Number:	78332989	KLIP
Serial Number:	78257367	NEXXT SOLUTIONS
Serial Number:	78243901	H
Serial Number:	78243926	HURRICANE H

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7347613780
 Email: asujek@bodmanllp.com
 Correspondent Name: Angela Alvarez Sujek - Bodman LLP

CH \$215.00 75068242

Address Line 1: 110 Miller, Ste. 300
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez subjek/
Date:	08/29/2005

Total Attachments: 6
source=softbrokers#page1.tif
source=softbrokers#page2.tif
source=softbrokers#page3.tif
source=softbrokers#page4.tif
source=softbrokers#page5.tif
source=softbrokers#page6.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of August 25, 2005, by Software Brokers of America, Inc., a Florida corporation (the "Pledgor"), in favor of The Bank of New York, in its capacity as Trustee pursuant to the Indenture (in such capacity, the "Trustee").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (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 such Pledgor:

- (a) Trademarks of such 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).

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 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 in-

strument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


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 hereto 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,

SOFTWARE BROKERS OF AMERICA, INC.

By: 
Name: Isaac Shalom
Title: Secretary

Accepted and Agreed:

THE BANK OF NEW YORK,
as Trustee

By: _____
Name:
Title:

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

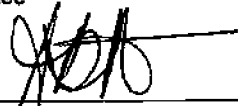
Very truly yours,

SOFTWARE BROKERS OF AMERICA, INC.

By: _____
Name:
Title:

Accepted and Agreed:

THE BANK OF NEW YORK,
as Trustee

By:  _____
Name:
Title:

STACEY B. POINDEXTER
ASSISTANT VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Software Brokers of America, Inc.	75/068,242	Hurricane
Software Brokers of America, Inc.	75/068,243	Hurricane Systems
Software Brokers of America, Inc.	74/510,388	Hurricane Systems
Software Brokers of America, Inc.	75/419,728	Intcomex
Software Brokers of America, Inc.	78/332,989	KLIP
Software Brokers of America, Inc.	78/257,367	NEXXT Solutions
Software Brokers of America, Inc.	78/243,901	H (words and de- sign)
Software Brokers of America, Inc.	78/243,926	Hurricane (words and design)

Applications: None.

Licenses: None.

DOMAIN NAMES:

<u>Domain Name</u>	<u>Location</u>	<u>Owner</u>
Intcomex.com	Miami	Software Brokers of America, Inc.
Skucentral.com	Miami	Software Brokers of America, Inc.
e-las.com	Miami - IAS	Software Brokers of America, Inc.
nexxtsolutions.com	Miami - IAS	Software Brokers of America, Inc.
technologistics.com	Miami	Software Brokers of America, Inc.
hurricanesys.com	Miami	Software Brokers of America, Inc.
Klipxtreme.com	Miami	Software Brokers of America, Inc.