

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CompuCom Systems, Inc.		09/28/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending, Inc.
Street Address:	383 Madison Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	76540630	CLIENTLINK
Serial Number:	74650419	CLIENTLINK
Serial Number:	74329068	COMPUCOM
Serial Number:	74329067	COMPUCOM
Serial Number:	75434309	COMPUCOM AIRTIME
Serial Number:	76975429	CONVERGEMOBILE
Serial Number:	75143345	EXCELL
Serial Number:	76338686	INTERN TO LEARN
Serial Number:	75936668	ITIQ
Serial Number:	76375890	I T I Q
Serial Number:	74329069	
Serial Number:	74329070	
Serial Number:	73714063	ULTIMATE
Serial Number:	76241406	WORKPLACE OUTSOURCING

CH \$490.00 76540630

Serial Number:	75863607	READY!
Serial Number:	73575343	ULTINET
Serial Number:	75412830	
Serial Number:	75876705	COMPUCOM CAPITAL SOLUTIONS
Serial Number:	73428301	ULTIMATE

CORRESPONDENCE DATA

Fax Number: (212)735-2000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2127353000

Email: elisha.sakur@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

Address Line 1: Four Times Square

Address Line 2: Attn: Jennifer Ward

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	07400/0743
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/Jennifer Ward/
Date:	05/08/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 28, 2007, is entered into by and between COMPUCOM SYSTEMS, INC., a Delaware corporation, located at 7171 Forest Lane, Dallas, TX (the "Grantor") in favor of BEAR STEARNS CORPORATE LENDING, INC., as Administrative Agent (in such capacity, the "Assignee") for the Lenders pursuant to that certain Guarantee and Collateral Agreement dated as of September 28, 2007, made by the Grantor and each of the other parties thereto (the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of August 23, 2007 (as amended, amended and restated, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") among COMPUCOM SYSTEMS, INC., a Delaware corporation (the "Borrower"), IIM ACQUISITION CORP., a Delaware corporation, the Lenders, BEAR, STEARNS & CO. INC., as sole lead arranger and sole bookrunner, and BEAR STEARNS CORPORATE LENDING INC., as administrative agent (in such capacity, the "Administrative Agent"), as syndication agent, and as documentation agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is the sole Grantor under this Agreement;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement, to the extent applicable, and the proceeds under the Specified Hedge Agreements will be used in part to enable the Borrower to make valuable transfers to one or more of the other Loan Parties in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Loan Parties are engaged in related businesses, and each Loan Party will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement and, to the extent applicable, the providing of financial accommodation under the Specified Hedge Agreements; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement and, to the extent applicable, of the Qualified Counterparties to provide financial accommodation under the Specified Hedge Agreements that the Loan Parties shall have executed and delivered the Security Agreement and, to the extent applicable, this Agreement.

NOW, THEREFORE, in consideration of the foregoing and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Hedge Agreements and provide financial accommodation, the Grantor hereby agrees with the Assignee, for the benefit of the Secured Parties, as follows:

1. Grant of Security Interest

(a) Grantor hereby grants to Assignee, for the benefit of the Secured Parties, a security interest in all Trademarks (defined below) and all Proceeds of Trademarks now owned or at any time hereafter acquired by such Grantor in which such Grantor now or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations.

(b) "Trademarks" means (i) all United States, state and foreign trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, and all registrations of and applications to register the foregoing and any renewals thereof, including each registration and application identified in Schedule A hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions or other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above.

(c) Schedule A hereto contains a true and accurate list of all of the Grantor's United States Trademark applications and registrations as of the date hereof.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to Assignee as a matter of law or equity. The exercise by Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights, powers or remedies. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Grantor authorizes Assignee, upon notice to the Grantor, to modify this Agreement in the name of and on behalf of the Grantor without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Trademark Collateral owned or subsequently acquired by the Grantor. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark

Collateral to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Secured Parties and their successors and assigns; provided that the Grantor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of Assignee and, unless so consented to, each such assignment, transfer or delegation by the Grantor shall be void.

5. Counterparts

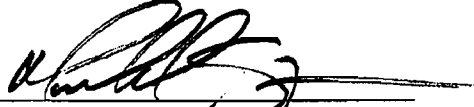
This Agreement may be executed by one or more of the parties to this Agreement on any number of counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Grantor:

COMPUCOM SYSTEMS, INC.

By: 

Name: Michael W. Simpson

Title: Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

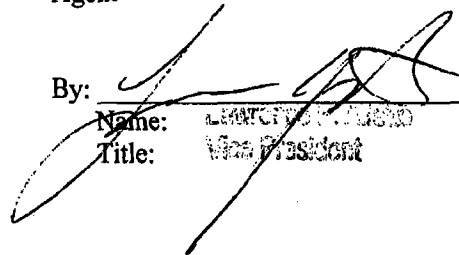
GRANTOR:

COMPUCOM SYSTEMS, INC.





By: _____
Name:
Title:

ASSIGNEE:

BEAR STEARNS CORPORATE
LENDING, INC., as Administrative
Agent

By: 
Name: _____
Title: Vice President

Schedule A to TRADEMARK SECURITY AGREEMENT

CLIENTLINK	U.S.	CompuCom Systems, Inc.	76/540,630 08/28/2003	2,904,392 11/23/2004
CLIENTLINK	U.S.	CompuCom Systems, Inc.	74/650,419 03/23/1995	2,009,544 10/22/1996
COMPUCOM	U.S.	CompuCom Systems, Inc.	74/329,068 11/06/1992	1,784,614 07/27/1993
COMPUCOM	U.S.	CompuCom Systems, Inc.	74/329,067 11/06/1992	1,782,941 07/20/1993
COMPUCOM AIRTIME	U.S.	CompuCom Systems, Inc.	75/434,309 02/13/98	2,404,550 11/14/2000
CONVERGEMOBILE	U.S.	CompuCom Systems, Inc.	76/975,429 12/05/2000	2,730,545 06/24/2003
EXCELL and Design 	U.S.	CompuCom Systems, Inc.	75/143,345 07/31/1996	2,190,251 09/22/1998
INTERN TO LEARN	U.S.	CompuCom Systems, Inc.	76/338,686 11/15/2001	2,694,995 03/11/2003
ITI Q	U.S.	CompuCom Systems, Inc.	75/936,668 03/06/2000	2,669,676 12/31/2002
ITI Q and Design (blue/green) 	U.S.	CompuCom Systems, Inc.	76/375,890 02/27/2002	2,723,578 06/10/2003
O Design 	U.S.	CompuCom Systems, Inc.	74/329,069 11/06/1992	1,833,526 04/26/1994
O Design 	U.S.	CompuCom Systems, Inc.	74/329,070 11/06/1992	1,833,479 04/26/1994
ULTIMATE	U.S.	CompuCom Systems, Inc.	73/714,063 02/29/1988	1,516,829 12/13/1988
WORKPLACE OUTSOURCING	U.S.	CompuCom Systems, Inc.	76/241,406 04/16/2001	2,782,481 11/11/2003
MAKING IT RE@L	CTM	CompuCom Systems, Inc.	1822261 8/17/2000	1822261 10/17/2001
PCSAVE	MX	CompuCom Systems, Inc.	333086 5/19/98	586505 8/31/98
GLOBALSERVE	MX	CompuCom Systems, Inc.	255113 2/22/96	573533 3/30/98
GLOBALSERVE	Japan	CompuCom Systems, Inc.	H11-001430 1/8/99	4258182 4/2/99
GLOBALSERVE	Japan	CompuCom Systems, Inc.	H08-044476 4/22/96	4258001 4/2/99
READY!	U.S.	CompuCom Systems, Inc.	75/863,607 12/03/1999	2,456,946 06/05/2001

ULTINET	U.S.	CompuCom Systems, Inc.	73/575,343 12/27/1985	1,472,873 01/19/1988
Logo (circle/curves)	U.S.	CompuCom Systems, Inc.	75/412,830 12/31/1997	2,512,957 11/27/2001
COMPUCOM CAPITAL SOLUTIONS	U.S.	CompuCom Systems, Inc.	75/876,705 12/20/1999	2,413,998 12/19/2000
ULTIMATE	U.S.	CompuCom Systems, Inc.	73/428,301 06/01/1993	1,392,999 05/13/1986