

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Synnex Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 1, 2008

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 201 High Ridge Road

City: Stamford

State: Connecticut

Country: USA Zip: 06927

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78967542

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Mandie Smolich

Internal Address: Sidley Austin LLP

Street Address: 555 West Fifth Street, 40th Floor

City: Los Angeles

State: CA Zip: 90013

Phone Number: 213-896-6147

Fax Number: 213-896-6600

Email Address: msmolich@sidley.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501597

Authorized User Name Mandie Smolich

9. Signature:

Mandie Smolich

Signature

May 19, 2008

Date

Mandie Smolich

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 501597 78967542

700371731

TRADEMARK
REEL: 003782 FRAME: 0495

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2008, by SYNnex CORPORATION, a Delaware corporation (f/k/a Synnex Information Technologies, Inc.) ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for the Holders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of February 12, 2007, as amended as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders ("Lenders"), Lenders have agreed to make certain loans and to provide certain other financial accommodations to Grantor;

WHEREAS, Grantor and Agent entered into that certain Amended and Restated Security Agreement dated as of July 9, 2002, as amended as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, Grantor and Agent entered into that certain Trademark Security Agreement dated as of February 12, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Existing Trademark Security Agreement");

WHEREAS, Grantor has advised the Agent that it plans on acquiring substantially all of the assets of New Age Electronics, Inc. (such acquisition, the "NAE Acquisition"), including Trademark Collateral (as defined below) and has requested certain financial accommodations from the Agent and Lenders to consummate the NAE Acquisition;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Holders, this Trademark Security Agreement;

WHEREAS, Agent and Lenders are willing to make the loans and to provide the other financial accommodations to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Holders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, for the benefit of the Holders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark license under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

4. SECURITY AGREEMENT AND EXISTING TRADEMARK SECURITY

AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Holders, pursuant to the Security Agreement and the Existing Trademark Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Existing Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused the Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth below.

SYNNEX CORPORATION

By: 

Name:

Title:

**Simon Y. Leung
General Counsel and
Corporate Secretary**

Signature Page

to

Trademark Security Agreement

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ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *Eugene Seip*
Name: *Eugene Seip*
Title: *Authorized Signatory*

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Signature Page
to
Trademark Security Agreement

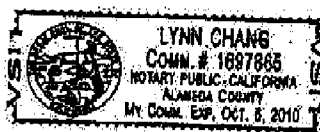
TRADEMARK
REEL: 003782 FRAME: 0499

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA)
COUNTY OF Alameda)

On March 31, 2008, before me, LYNN CHANG,
Notary Public in and for said State and County, personally appeared,
Simon Leung, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by
his/her signature on the instrument, the person or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.



Signature Page
to

Trademark Security Agreement

LA 1157729

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

(See Attached)

Schedule I

MARK	COUNTRY	CLASS	STATUS	FILED	SERIAL	REG. DATE	REG. NO.	OWNER OF RECORD
New Age Electronics Inc.	United States		Pending	9/5/2006	78,967,542			SYNNEX Corporation