

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Getronics USA, Inc.		08/20/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Getronics N.V.		
Street Address:	Rembrandt Tower		
Internal Address:	Amstelplein 1		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Postal Code:	1096 HA		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2736995	NETWORKPLACE	
Registration Number:	2574086	NETWORKPLACE	
Registration Number:	2545172	NETWORKPLACE	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	mmcguire@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Bryan Brooks, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	587580/105		

CH \$90.00 2736995

DOMESTIC REPRESENTATIVE

900114185

**TRADEMARK
 REEL: 003838 FRAME: 0229**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Bryan A. Brooks

Signature:

/Bryan A. Brooks/

Date:

08/20/2008

Total Attachments: 5

source=Trademark Agreement - USA#page1.tif
source=Trademark Agreement - USA#page2.tif
source=Trademark Agreement - USA#page3.tif
source=Trademark Agreement - USA#page4.tif
source=Trademark Agreement - USA#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") dated as of August 20, 2008 (the "Assignment Effective Date"), by and between Getronics USA, Inc., a Delaware corporation ("Assignor"), and Getronics N.V., incorporated under the laws of The Netherlands ("Assignee"), (together with Assignor, the "Parties," and each individually a "Party").

WITNESSETH:

WHEREAS, Getronics U.S. Operations, Inc., Getronics Holding (Mexico), S. de R.L. de C.V. and Getronics Finance Holdings B.V. (the "Sellers") and CompuCom Systems, Inc. ("Buyer") have entered into that certain Purchase Agreement dated as of June 21, 2008 (the "Purchase Agreement") pursuant to which Buyer has agreed to purchase Getronics USA Inc., Getronics Canada Inc. and ISC Bunker Ramo de México, S.A. de C.V. (the "Companies") from the Sellers;

WHEREAS, Getronics N.V. is the ultimate parent company to Getronics U.S. Operations Inc. and Getronics U.S. Operations Inc. owns 100% of the issued and outstanding shares of capital stock of Getronics USA Inc.;

WHEREAS, pursuant to the Purchase Agreement, the Companies have agreed to cause Assignor to transfer to Assignee and Assignee has agreed to acquire from Assignor, the Trademarks listed on Schedule A attached hereto, and all goodwill connected therewith and symbolized thereby; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer to Assignee all Assignor's right, title and interest in and to the Trademarks, and all goodwill associated therewith and symbolized thereby;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements, representations and warranties contained herein and in the Purchase Agreement, intending to be legally bound hereby, the Parties do hereby agree as follows:

ARTICLE I

DEFINITIONS

As used in this Assignment, the following terms shall have the meanings ascribed to them below. All other capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

1.1 "Action" means any action, cause of action, arbitration, claim, demand, suit, proceeding, examination, audit, review, inquiry or investigation of any nature, civil, criminal, regulatory or otherwise, in law or in equity, by or before any governmental authority.

1.2 "Closing" means the closing of the transaction contemplated by the Purchase Agreement on August 20, 2008.

1.3 "Time of Assignment" means on August 20, 2008, immediately prior to the Closing.

1.4 "Trademarks" means trademarks, service marks, trade names, Internet domain names and other symbols indicative of source or origin of a product or service, all registrations and applications for the foregoing and all goodwill connected with and symbolized by any of the foregoing.

ARTICLE II

ASSIGNMENT OF TRADEMARKS

2.1 Assignment of Trademarks. Assignor does hereby agree to, and hereby does, perpetually and irrevocably assign, convey, transfer and deliver unto Assignee, and Assignee does hereby agree to accept, and hereby does accept, as of the Time of Assignment, all of Assignor's right, title and interest, throughout the world and for all time, in and to the Trademarks set forth on Schedule A attached hereto, together with all goodwill symbolized by, and connected with the business conducted under, such Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with, to the extent pertaining to the foregoing, (i) all rights of application, registration, renewal, extension and priority under applicable Law (including any international conventions and other international agreements), (ii) all income, royalties and other amounts due or payable as of the Time of Assignment or thereafter and (iii) all past, present and future Actions, rights of recovery and rights of setoff against third persons for infringement or other violation of any or all of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Time of Assignment, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives.

2.2 Further Assurances. Assignor shall, without further consideration, cause to be performed such lawful acts, and to execute such further assignments and other lawful documents, as Assignee may reasonably request to perfect or record Assignee's right, title and interest in and to any of the Trademarks and to carry out and fulfill the purposes and intent of this Assignment, including, but not limited to, executing all documents necessary to record in the name of Assignee the assignment of any of the Trademarks with the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar).

2.3 Authorization. The Parties hereby authorize and request the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Trademarks and to issue any and all Trademarks to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, and each of its successors, assigns or other legal representatives. Assignee shall have the right to record this

Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Trademarks.

ARTICLE III

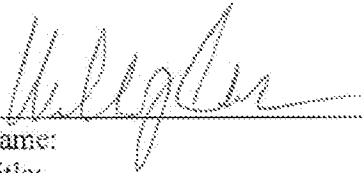
MISCELLANEOUS

3.1 Applicable Law. This Assignment, including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed and delivered by the duly authorized officer of each of Assignor and Assignee as of the Assignment Effective Date.

GETRONICS USA INC.

By: 
Name:
Title:

SCHEDULE A

TRADEMARKS ASSIGNED TO ASSIGNEE

Trademark	Reg. No.	Reg. Date (Filing Date)	Assignor	Assignee	Status
NETWORKPLACE (Stylized Letters)	2736995	15-JUL-2003	Getronics USA Inc.	Getronics NV	Registered
NETWORKPLACE	2574086	28-MAY-2002	Getronics USA Inc.	Getronics NV	Registered
NETWORKPLACE	2545172	05-MAR-2002	Getronics USA Inc.	Getronics NV	Registered