

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Getronics Intellectual Property B.V.		08/20/2008	CORPORATION: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Getronics USA, Inc.		
Street Address:	100 Ames Pond Road		
Internal Address:	Suite 202		
City:	Tewksbury		
State/Country:	MASSACHUSETTS		
Postal Code:	01876		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1992629	INTERNATIONAL INFORMATION INTEGRITY INSTITUTE	
Serial Number:	77300299	I4 INTERNATIONAL INFORMATION INTEGRITY INSTITUTE	
Serial Number:	77300320	I4	
Serial Number:	77299356	I-4	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
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Address Line 2:	Attn: Bryan Brooks, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	587580/105		

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NAME OF SUBMITTER:	Bryan A. Brooks
Signature:	/Bryan A. Brooks/
Date:	08/20/2008
Total Attachments: 5 source=Trademark Agreement - IP BV#page1.tif source=Trademark Agreement - IP BV#page2.tif source=Trademark Agreement - IP BV#page3.tif source=Trademark Agreement - IP BV#page4.tif source=Trademark Agreement - IP BV#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") dated as of August 20, 2008 (the "Assignment Effective Date"), by and between Getronics Intellectual Property B.V., incorporated under the laws of The Netherlands ("Assignor"), and Getronics USA, Inc., a Delaware corporation ("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 Intellectual Property B.V. and 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 Sellers 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 for all time, in and to the Trademarks set forth on Schedule A attached hereto, together with all goodwill symbolized by, and connected with and the business conducted under, such Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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 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 INTELLECTUAL PROPERTY B.V.

By: 

Name: *Eric van der Meulen*

Title: *CEO GETRONICS NV,*

SCHEDULE A

TRADEMARKS ASSIGNED TO ASSIGNEE

Trademark	Reg. No	Reg. Date (Filing Date)	Assignor	Assignee	Status
INTERNATIONAL INFORMATION INTEGRITY INSTITUTE	1992629	13-AUG-1996	Getronics Intellectual Property BV	Getronics USA Inc.	Registered
I4 INTERNATIONAL INFORMATION INTEGRITY INSTITUTE and Design	(77300299)	(10-OCT-2007)	Getronics Intellectual Property BV	Getronics USA Inc.	Pending Intent To Use
I4 and Design	(77300320)	(10-OCT-2007)	Getronics Intellectual Property BV	Getronics USA Inc.	Pending
I-4	(77299356)	(09-OCT-2007)	Getronics Intellectual Property BV	Getronics USA Inc.	Pending