

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYNNEX CORPORATION		02/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	251 South Lake Avenue, Suite 900		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2679262	PC WHOLESALE	
Serial Number:	77559488	NEW AGE ELECTRONICS	
Serial Number:	77449689	SUPPORTRIX	
Serial Number:	77329992	VARNEX	
CORRESPONDENCE DATA			
Fax Number:	(800)680-9592		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-783-2700		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	432752		
NAME OF SUBMITTER:	Oleh Hereliuk		

TRADEMARK

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Signature:	/oh/
Date:	03/10/2009
<p>Total Attachments: 6</p> <p>source=432752#page1.tif</p> <p>source=432752#page2.tif</p> <p>source=432752#page3.tif</p> <p>source=432752#page4.tif</p> <p>source=432752#page5.tif</p> <p>source=432752#page6.tif</p>	

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) February 23, 2009

- ☐ 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: Bank of America, N.A., as Agent

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 251 South Lake Avenue, Suite 900

City: Pasadena

State: California

Country: USA Zip: 91101

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership : Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship North Carolina  
☒ Other Bank Citizenship U.S.

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)

B. Trademark Registration No.(s)

77/559,488 (See Schedule 1)

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: Federal Research Corporation

Internal Address: Attention: Oleh Hereliuk

Street Address: 1023 15th Street, NW  
Suite 401

City: Washington

State: DC Zip: 20005

Phone Number: 1-800-846-3190

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

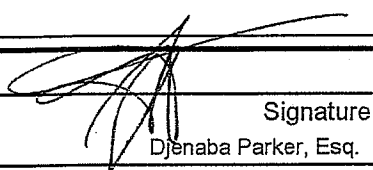
- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

  
Signature  
Djenaba Parker, Esq.

February 23, 2009

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 23, 2009 (this "Agreement"), by SYNnex CORPORATION, a Delaware corporation (f/k/a Synnex Information Technologies, Inc.) ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent for the Holders ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of January 23, 2009 (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, as successor in interest to General Electric Capital Corporation, a Delaware corporation ("GE Capital"), entered into that certain Amended and Restated Security Agreement dated as of July 9, 2002 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

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;

Trademark Security Agreement

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- (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 of (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. 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. 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

Trademark Security Agreement

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,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

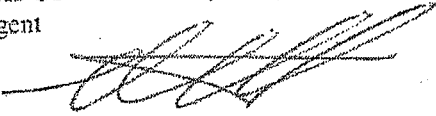
Signature Page  
to  
Trademark Security Agreement

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ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,  
as Agent



By: \_\_\_\_\_

Name: Robert M. Dalton  
Title: Vice President

Signature Page  
to  
Trademark Security Agreement

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**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

MARK	COUNTRY	CLASS	STATUS	DATE	AMOUNT	SECURITY	SYNNEX CORPORATION
NEW AGE ELECTRONICS	United States	35	Pending	8/29/08	77/559,488		SYNNEX Corporation
PC Wholesale Logo	United States	16, 35, 37	Registered	10/7/96	75/178,161	1/28/03	SYNNEX Corporation
SUPPORTRIX	United States	16, 35, 36, 42	Pending	4/16/08	77/499,689		SYNNEX Corporation
VARNEX	United States	35, 38, 41, 42	Pending	11/15/07	77329992		SYNNEX Corporation

Schedule I  
Trademark Security Agreement

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