

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERISEL, INC.		08/13/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	340 Madison Avenue		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1730316	MERISEL	
Registration Number:	1744053	MERISEL	
Serial Number:	77842740	MERISEL	
CORRESPONDENCE DATA			
Fax Number:	(416)865-7380		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	416.865.8244		
Email:	efan@torys.com		
Correspondent Name:	Torys LLP, c/o Edward Fan		
Address Line 1:	3000-79 Wellington Street West		
Address Line 2:	P.O. Box 270, TD Centre		
Address Line 4:	Toronto, CANADA M5K 1N2		
ATTORNEY DOCKET NUMBER:	22764-2027		
NAME OF SUBMITTER:	Edward Fan		

OP \$90.00 1730316

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TRADEMARK
REEL: 004411 FRAME: 0212

Signature:	/Edward Fan/
Date:	11/08/2010
Total Attachments: 5 source=TMSA (Merisel, Inc. & PNC Bank)#page1.tif source=TMSA (Merisel, Inc. & PNC Bank)#page2.tif source=TMSA (Merisel, Inc. & PNC Bank)#page3.tif source=TMSA (Merisel, Inc. & PNC Bank)#page4.tif source=TMSA (Merisel, Inc. & PNC Bank)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 13, 2010 is among Merisel, Inc., a Delaware corporation (herein referred to as "Grantor") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, certain subsidiaries of Merisel, Inc., certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and


(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor hereby further acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

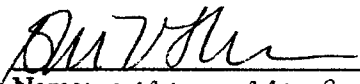
* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 13th day of August, 2010.

MERISEL, INC.

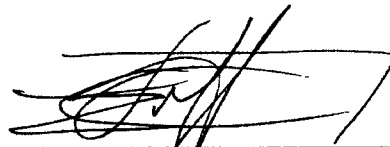
By: 
Name: Victor L. Cisario
Title: Chief Financial Officer

Acknowledged:
PNC Bank, National Association,
as Collateral Agent

By: 
Name: SARA V TRABERMAN
Title: VICE PRESIDENT

STATE OF NEW YORK)
)
) ss.:
COUNTY OF NEW YORK)

On the 13th day of August, 2010, before me personally came Victor L. Cisario, to me personally known to be the person described in and who executed the foregoing instrument as Chief Financial Officer of Merisel, Inc., who being by me duly sworn, did depose and say that he is Chief Financial Officer of Merisel, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



NOTARY PUBLIC

Maria Delgado O'Kane
Notary Public, State of New York
No. 010K6152745
Qualified in New York County
Commission Expires September 18, 2010

Schedule 1 to Trademark Security Agreement

<u>MARKS</u>	<u>REGISTRATION NUMBERS</u>
MERISEL	1730316
MERISEL	1744053
MERISEL	77842740 Serial No. (Registration Pending)