

**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
INTECHRA GROUP, LLC		12/16/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	ARROW-INTECHRA LLC
Street Address:	50 Marcus Drive
Internal Address:	c/o ARROW ELECTRONICS, INC.
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3136914	INTECHRA
Registration Number:	3556272	INTECHRA I
Registration Number:	3559902	I
Registration Number:	2603325	RB_ RETRO BOX.COM
Registration Number:	3424741	CLEANIT
Registration Number:	3310616	GOLD CIRCUIT
Registration Number:	2881082	EPC
Registration Number:	2881083	EEOL
Registration Number:	2909893	EPC ELECTRONICS PARTNERS CORPORATION
Registration Number:	2872585	MARKET 2 MARKET
Registration Number:	2919818	MARKET2MARKET

**CORRESPONDENCE DATA**

Fax Number: (212)822-5054

**900179700**

**TRADEMARK  
 REEL: 004440 FRAME: 0715**

**CH \$290.00 3136914**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-530-5054  
Email: wchang@milbank.com  
Correspondent Name: Wayne Chang  
Address Line 1: One Chase Manhattan Plaza  
Address Line 4: New York, NEW YORK 10005-1413

ATTORNEY DOCKET NUMBER:	31872.06700
NAME OF SUBMITTER:	Wayne Chang
Signature:	/Wayne Chang/
Date:	12/23/2010

**Total Attachments: 6**

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of December 16, 2010, by and between Arrow-Intechra LLC, a Delaware limited liability company ("Assignee"), and Intechra Group, LLC, a Delaware limited liability company ("Assignor").

W I T N E S S E T H:

WHEREAS, Assignor is the current owner of record of United States trademark registrations and trademarks listed on Schedule A hereto (hereinafter, "Registrations" and "Trademarks", respectively);

WHEREAS, Assignor is the current owner of record of the unregistered trademarks, service marks, trade names, and corporate names listed on Schedule B hereto (hereinafter, "Unregistered Marks and Names");

WHEREAS, Assignee and Assignor, among others, entered into an Asset Purchase Agreement dated as of November 22, 2010 (as amended, modified or supplemented from time to time in accordance with its terms, the "Asset Purchase Agreement"; capitalized terms used by not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement), pursuant to which, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase from Assignor the Assets, including the Trademarks and Unregistered Marks and Names, and Assignee has agreed to assume the Assumed Liabilities; and

WHEREAS, Assignee desires to obtain from Assignor and Assignor desires to transfer, assign and otherwise convey to Assignee any and all of Assignor's rights, title and interest in, to and under the Trademarks, Registrations and Unregistered Marks and Names, and the good will associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby transfer, assign and otherwise convey to Assignee, and Assignee hereby accepts the assignment and transfer of, all of Assignor's right, title and interest in, to and under (1) the Trademarks, together with the goodwill associated with and symbolized by the Trademarks, and all marks consisting of or comprising the Trademarks, and the Registrations, including any renewals and extensions thereof that may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Trademarks, (2) the Unregistered Marks and Names, together with the goodwill associated with and symbolized by the Unregistered Marks and Names, and all marks consisting of or comprising the Unregistered Marks and Names, together with all income, royalties or payments due or payable with respect to the Unregistered Marks and Names, and (3) all rights to sue for the infringement of the foregoing rights, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks or the Unregistered Marks and Names, with the right to sue

for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.

2. Assignor hereby agrees to perform all acts reasonably necessary and appropriate, at Assignee's expense, to vest in Assignee, or to its successors and assigns, the rights hereby transferred, assigned and conveyed, and to promptly execute all papers as may be reasonably requested by Assignee in order to obtain assignment documents in recordable form and to perfect the rights, title and interest hereby transferred, assigned and conveyed, including, but not limited to, effectuating the transfer of the Trademarks by filing assignment documents in recordable form in each jurisdiction where trademark registrations or applications may be issued or pending, and distributing copies of the completed and receipted assignment recordation documents to Assignee.

3. This Assignment shall inure to the benefit of the successors and assigns of Assignee, and shall be binding upon the successors and assigns of Assignor.

*[signature page follows]*

IN TESTIMONY WHEREOF, the parties hereto have caused this Assignment to be executed on the date first written above.

ASSIGNOR

ASSIGNEE

By: Robert Eger  
Name: *Robert Eger*  
Title: *Secretary*

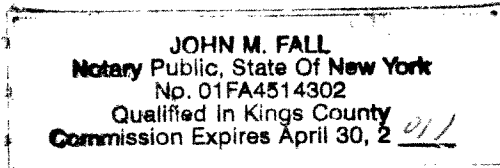
By: \_\_\_\_\_  
Name:  
Title:

Sworn to before me this 10<sup>th</sup> day  
of December, 2010.

Sworn to before me this \_\_\_ day  
of December, 2010.

[Signature]  
Notary Public

\_\_\_\_\_  
Notary Public



[Trademark Assignment]

TRADEMARK  
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IN TESTIMONY WHEREOF, the parties hereto have caused this Assignment to be executed on the date first written above.

ASSIGNOR

ASSIGNEE

By: \_\_\_\_\_  
Name:  
Title:

By: Peter S. Brown  
Name: Peter S. Brown  
Title: President

Sworn to before me this \_\_\_\_ day  
of December, 2010.

Sworn to before me this 9<sup>th</sup> day  
of December, 2010.

\_\_\_\_\_  
Notary Public

Julia M. Sparacino  
Notary Public

JULIA M. SPARACINO  
NOTARY PUBLIC, State of New York  
No. 01SP667783  
Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires Oct. 28, 2014

[Trademark Assignment]

TRADEMARK  
REEL: 004440 FRAME: 0720

## SCHEDULE A – TRADEMARKS

1. “Intechra” - (Words only) U.S. Patent and Trademark Office (“USPTO”) Serial # 78501845, Registration # 3136914, Registration Date 08/29/2006. **“Live”**
2. “Intechra i” - (Words only) USPTO Serial # 77352144, Registration # 3556272, Registration Date 01/06/2009. **“Live”**
3. “i (stylized letter i)” and Design - USPTO Serial # 77352472, Registration # 3559902, Registration Date 01/13/2009. **“Live”**
4. “RB Retro Box.com” and Design - USPTO Serial # 75739195, Registration # 2603325, Registration Date 08/06/2002. **“Live”**
5. “CleanIT” - (Words only) USPTO Serial # 3424741, Registration # 78960379, Registration Date 05/06/2008. **“Live”**
6. “Gold Circuit” - USPTO Serial # 77032609, Registration # 3310616, Registration Date 10/16/2007. **“Live”**
7. “ePC” and Design - USPTO Serial # 76539975, Registration # 2881082, Registration Date 09/07/2004. **“Live”**
8. “eEOL” and Design - USPTO Serial # 76539976, Registration # 2881083, Registration Date 09/07/2004. **“Live”**
9. “ePC Electronics Partners Corporation” and Design - USPTO Serial # 76539977, Registration # 2909893, Registration Date 12/14/2004. **“Live”**
10. “Market2Market” - (Words only) USPTO Serial # 78140598, Registration # 2872585, Registration Date 08/10/2004. **“Live”**
11. “Market2Market” and Design - USPTO Serial # 78181958, Registration # 2919818, Registration Date 01/1/2005. **“Live”**

SCHEDULE B – UNREGISTERED TRADEMARKS, SERVICE MARKS,  
TRADE NAMES AND CORPORATE NAMES

1. "Resource Concepts, Inc."
2. "Recycled Computers International, LLC"
3. "Outlet Computer"
4. "outletcomputer.com"
5. "Intechra"
6. "Intechra LLC"
7. "RCI"
8. "Intechra Holding Corporation"
9. "Intechra Logistics LLC"
10. "Retro Box"
11. "Computer Service Parts"
12. "Retro Box, Ltd."
13. "Retro Box"
14. "Gold Circuit, Inc."
15. "Azatek.com, Inc."
16. "Lifecycle Business Partners, LLC"
17. "Lifecycle Partners"
18. "Electronics Partners Corporation"
19. "Electronic Partners Corporation"
20. "EPC Acquisition Corp."
21. "EPC"
22. "Chasm Industries Northeast, Inc."
23. "Space Fitters, Inc."
24. "SFI Acquisition Sub, Inc."
25. "SFI"
26. "Chasm Industries Ohio, Inc."
27. "Market2Market, LLC"
28. "M2M Merger Corp."
29. "M2M"
30. "M2M Acquisition, Inc."
31. "Talon Solutions, Inc."
32. "Talon Microelectronics"
33. "Return2Market"
34. "Chasm Industries Midwest, Inc."
35. "ViTrack"
36. "ETLC"
37. "Chasm Industries, Inc."
38. "Chasm"
39. "Chasm, Inc."
40. "BCS Logistics Solutions, Inc."
41. "Business Courier Service, Inc."
42. "BCS"
43. "BCS Delivers"
44. "BCS Xcelerator"