# OP \$240,00 35892

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Comercia Bank		07/26/2011	banking association: TEXAS

## **RECEIVING PARTY DATA**

Name:	Software Brokers of America, Inc.		
Street Address:	9835 N.W. 14th Street		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33172		
Entity Type:	CORPORATION: FLORIDA		

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3589228	KLIP XTREME
Registration Number:	3348679	KLIP XTREME
Registration Number:	3604258	KLIP
Registration Number:	3248059	NEXXT SOLUTIONS
Registration Number:	3503756	FORZA POWER TECHNOLOGIES
Registration Number:	2216461	INTCOMEX
Registration Number:	2209956	HURRICANE
Serial Number:	77335025	H HURRICANE SYSTEMS
Serial Number:	77334984	HURRICANE SYSTEMS

## **CORRESPONDENCE DATA**

Fax Number: (919)416-8328

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

Phone: 9192868041

Email: pto\_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

TRADEMARK REEL: 004593 FRAME: 0988

900198369

Address Line 1: 430 Davis Drive Address Line 2: Suite 500 Address Line 4: Morrisville, NORTH CAROLINA 27560 ATTORNEY DOCKET NUMBER: 031558-194 EAR NAME OF SUBMITTER: Ellen A. Rubel Signature: /Ellen A. Rubel/ Date: 07/29/2011 Total Attachments: 3 source=Termination Comercia Bank - TMs#page1.tif source=Termination Comercia Bank - TMs#page2.tif source=Termination Comercia Bank - TMs#page3.tif

> TRADEMARK REEL: 004593 FRAME: 0989

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of July 26 2011 ("Release"), is made by Comerica Bank, a Texas Banking Association, as Agent for itself and the other Lenders ("Secured Party") in favor of Software Brokers of America, Inc., a Florida corporation (individually each the "Debtor" and collectively the "Debtors").

WHEREAS, pursuant to the Revolving Credit Agreement dated as of December 22, 2009 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") the Debtors have executed and delivered that certain Security Agreement dated as of December 22, 2009, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement the Debtors were required to execute and deliver the Agreement (Trademark) ("Trademark Security Agreement") and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral to secure all Indebtedness: and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on December 23, 2009 at Reel 4119 Frame 0775.

- **NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and as Agent for the Lenders) and Debtor agree as follows:
- **SECTION 1**. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement, Security Agreement or Trademark Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. The Secured Party, for itself and as Agent for the Lenders, hereby:
- (a) terminates the Trademark Security Agreement, Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;
- (b) cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including the Trademark Collateral listed on Schedule A attached hereto; and
  - (c) authorizes the recordation of this Release with the USPTO.

TR [1\771459v1

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

COMERICA BANK,

as Agent

Name: Title:

TRI1\771459v1

# Schedule A

# U.S. Trademark

# **Registered Marks**

Mark	Registration No.	Registration Date
KLIP XTREME	3589228	3/10/09
KLIP XTREME	3348679	12/4/07
KLIP	3604258	4/7/09
NEXXT SOLUTIONS	3248059	5/29/07
FORZA POWER TECHNOLOGIES	3503756	9/23/08
INTCOMEX	2216461	1/5/99
HURRICANE	2209956	12/15/98

# **Pending Applications**

Mark	Application No.	Filing Date
H HURRICANE SYSTEMS and Design	77335025	11/21/07
HURRICANE SYSTEMS	77334984	11/21/07

TRI1\771459v1

TRADEMARK REEL: 004593 FRAME: 0992

**RECORDED: 07/29/2011**