

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SED Lehrhoff, Inc.		01/25/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	SED International, Inc.		
Street Address:	4916 N Royal Atlanta Dr.		
City:	Tucker		
State/Country:	GEORGIA		
Postal Code:	30084-3031		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2578577	BIG CITY EXPRESS	
Registration Number:	2698899	ESEND	
Registration Number:	3762418	ESEND	
Registration Number:	3617513	STERLING HOME	
CORRESPONDENCE DATA			
Fax Number:	(770)953-1358		
Phone:	770-953-0995 ext 112		
Email:	go@hkw-law.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Gregory T. Ourada		
Address Line 1:	3350 Riverwood Parkway		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	Gregory T. Ourada		

OP \$115.00 2578577

Signature:	/Gregory T Ourada/
Date:	01/25/2012
Total Attachments: 3 source=ASSIGNMENT_OF_TRADEMARK_REGISTRATION_20120125_EXECUTED#page1.tif source=ASSIGNMENT_OF_TRADEMARK_REGISTRATION_20120125_EXECUTED#page2.tif source=ASSIGNMENT_OF_TRADEMARK_REGISTRATION_20120125_EXECUTED#page3.tif	

ASSIGNMENT OF TRADEMARK REGISTRATION

This Trademark Assignment ("Assignment") dated as of January 31, 2012 ("Effective Date") is by and between SED Lehrhoff, Inc., a New Jersey corporation ("Assignor"), and SED International, Inc. ("Assignee"), a Georgia corporation.

WHEREAS, Assignor has adopted, used, and is using the marks referenced in Schedule A attached hereto (collectively, the "Marks"); and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Marks, any registrations thereof, and any and all goodwill associated therewith;

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

1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business connected with the use thereof and symbolized thereby, the registrations thereof and rights of renewal and extension thereof, all common-law rights related thereto, and all causes of action and rights of recovery for infringements, dilutions, and violations of the foregoing prior to the Effective Date.
2. Each party acknowledges that this Assignment is a legal, valid, and binding obligation of the warranting party and it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms. To the extent this Assignment is inconsistent with any terms or conditions of the Agreement, the terms and conditions of the Agreement shall control.
3. The right, title, and interest in and to each of the Marks is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this assignment not been made.
4. Assignors will, without additional consideration, take such further actions, and execute promptly such further documents, as are necessary to effect and record the assignment herein, including any actions or documents that may be necessary to protect, secure, and vest good and marketable title to the Marks in Assignee.
5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.
6. This assignment shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Trademark Assignment on the Effective Date above.

ASSIGNOR:

SED LEHRHOFF, INC.

By: *[Signature]*

Name: Lyle Dickler

Title: CEO

ASSIGNEE:

SED INTERNATIONAL, INC.

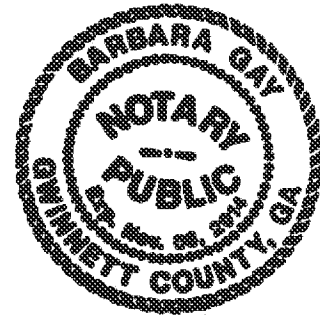
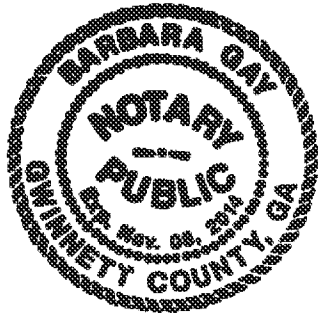
By: *[Signature]*

Name: Lyle Dickler


Title: CEO

Barbara Gay, Notary
1/25/12

Barbara Gay, Notary
1/25/12



Schedule A

<u>Mark</u>	<u>Type</u>	<u>Registration Number</u>	<u>Registration Date</u>
BIG CITY EXPRESS	Federal	2,578,577	June 11, 2002
ESEND	Federal	2,698,899	March 18, 2003
ESEND	Federal	3,762,418	March 23, 2010
Sterling 	Federal	3,617,513	May 5, 2009