

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
Component Hardware Group, Inc.		03/02/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85533620	COMPONENT HARDWARE	
Serial Number:	85273534	COMPONENT HARDWARE	
Serial Number:	85272651	COMPONENT HARDWARE	
Serial Number:	85130151	TOP-LINE	
Serial Number:	85131277	BRITE GARD	
CORRESPONDENCE DATA			
Fax Number:	(704)339-3470		
Phone:	704-377-8170		
Email:	ecampbell@rbh.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:	Elizabeth Campbell		
Address Line 1:	101 North Tryon Street		
Address Line 2:	Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		

OP \$140.00 85533620

ATTORNEY DOCKET NUMBER:	12714.01045
NAME OF SUBMITTER:	Elizabeth Campbell
Signature:	/Elizabeth Campbell/
Date:	03/05/2012
Total Attachments: 5 source=Ares_Trademark_Security_Agreement#page1.tif source=Ares_Trademark_Security_Agreement#page2.tif source=Ares_Trademark_Security_Agreement#page3.tif source=Ares_Trademark_Security_Agreement#page4.tif source=Ares_Trademark_Security_Agreement#page5.tif	

THIS TRADEMARK SECURITY AGREEMENT AND THE LIENS AND SECURITY INTERESTS GRANTED HEREIN ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE “SUBORDINATION AGREEMENT”) DATED AS OF AUGUST 5, 2010, AMONG COMPONENT HARDWARE GROUP, INC., A DELAWARE CORPORATION, CHG HOLDINGS INC., A DELAWARE CORPORATION, LIBERTY PARTNERS II, L.P., A DELAWARE LIMITED PARTNERSHIP, LIBERTY PARTNERS HOLDINGS 48, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ARES CAPITAL CORPORATION AND GE BUSINESS FINANCIAL SERVICES INC., AS ADMINISTRATIVE AGENT, TO THE SENIOR INDEBTEDNESS (AS DEFINED IN THE SUBORDINATION AGREEMENT); AND EACH PARTY HERETO, AND ITS SUCCESSORS AND ASSIGNS, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of March 2, 2012 by **COMPONENT HARDWARE GROUP, INC.** (“**Grantor**”) in favor of **ARES CAPITAL CORPORATION**, in its capacity as Collateral Agent (in such capacity, “**Grantee**”) for the Lenders party to the Credit Agreement (defined below):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Credit Agreement dated as of August 5, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of August 5, 2010 between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee, for the benefit of Grantee and Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) (except for “intent to use” applications for Trademark registrations filed pursuant to Section 1(b) of the Lanham Act), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the respective meanings provided for in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

COMPONENT HARDWARE GROUP, INC.,
a Delaware corporation

By: 
Name: Harry P. Franze
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: _____
Title: _____

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
COMPONENT HARDWARE Design	85533620	02/03/2012	N/A	N/A
COMPONENT HARDWARE Design	85273534	03/22/2011	N/A	N/A
COMPONENT HARDWARE Design	85272651	03/21/2011	4052432	11/08/2011
TOP-LINE	85130151	09/15/2010	3961501	05/17/2011
BRITE GARD	85131277	09/16/2010	3965420	05/24/2011