

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION		03/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EN POINTE TECHNOLOGIES, INC.		
Street Address:	2381 Rosecrans Ave, Suite 325		
City:	EL SEGUNDO		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74643312	EN POINTE TECHNOLOGIES	
Serial Number:	74731902		
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Stacey R. Halpern		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	PCMA.000GEN		
NAME OF SUBMITTER:	Stacey R. Halpern		
SIGNATURE:	/Stacey R. Halpern/		
DATE SIGNED:	04/09/2015		
Total Attachments: 4			
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March 31, 2015

GE Commercial Distribution Finance Corporation
2300 Windy Ridge Parkway, Suite 700
Atlanta, GA 30339

En Pointe Technologies, Inc.
En Pointe Technologies Sales, Inc.
18701 S. Figueroa Street
Gardena, CA 90248
Attn: Bob Din, Chief Executive Officer

Re: Payoff of Loan No. 143307

Ladies and Gentlemen:

Reference is made to that certain Credit Facilities Agreement dated as of August 7, 2009 (as amended from time to time, and including all related security agreements, promissory notes and similar documents and instruments, collectively the "**Credit Agreement**") by and between En Pointe Technologies, Inc., a Delaware corporation, En Pointe Technologies Sales, Inc., a Delaware corporation (collectively, "**Borrower**") and GE Commercial Distribution Finance Corporation, a Delaware corporation ("**Creditor**"). Borrower has requested that Creditor (i) accept payment in full of all indebtedness of Borrower under the Credit Agreement, (ii) terminate each credit facility (including any sub-facilities) extended to Borrower under the Credit Agreement and (iii) release Creditor's security interests and liens in all collateral provided under the Credit Agreement and the security agreements, pledge agreements, financing statements and other documents executed, delivered and/or filed pursuant to or in connection with the Credit Agreement (the "**Creditor Liens**").

In order to meet Borrower's request, Creditor must receive the following no later than April 1, 2015 (the "**Payoff Date**"):

- (i) a fully executed counterpart to this letter;
- (ii) immediately available funds in the amount of \$6,396,935.54 (the "**Payoff Amount**"), consisting of:
 - (a) \$6,396,085.54 in respect of the outstanding principal balance; and
 - (b) \$850.00 in respect of the accrued and unpaid interest.

The Payoff Amount should be sent in accordance with payment instructions set forth on attached Exhibit A and shall be received by Creditor no later than 4:00 p.m., Eastern Time ("**Payoff Cutoff Time**") on the Payoff Date. In the event that the Payoff Amount is not received by Creditor in immediately available funds on or before the Payoff Cutoff Time on the Payoff Date, an additional per diem charge of \$30.00 shall be added to the Payoff Amount. The Payoff Amount and the per diem charge set forth above shall remain effective until April 5, 2015, after which date Borrower must request a revised payoff letter from Creditor.

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Upon receipt of all of the foregoing,

(i) the Credit Agreement and each credit facility (including any sub-facilities) extended by Creditor thereunder shall be terminated and the obligations of each party thereunder shall cease to be of any further force or effect; and

(ii) the Creditor Liens shall be automatically released, terminated and satisfied, the Creditor shall execute and deliver such releases, termination statements or directions to terminate as Borrower may reasonably request and shall deliver to the Borrower or any of its designees possessory collateral in its possession, and Borrower and its designees are authorized by Creditor to file UCC termination statements to terminate the Creditor Liens.

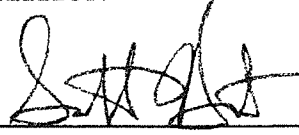
This letter shall be governed by and construed in accordance with the laws of the State of Delaware.

This letter binds the parties hereto and there are no intended third party beneficiaries. This letter may be signed and exchanged in counterparts, all of which when taken together shall constitute one and the same agreement. Signature by facsimile will also bind the parties to this letter.

[Signature pages follow]

Very truly yours,

**GE COMMERCIAL DISTRIBUTION FINANCE
CORPORATION**

By: 
Name: Scott Hunt
Title: Sr. Portfolio Manager

[Signatures continue on following page]

By signing below, Borrower hereby (i) acknowledges that the amounts constituting the Payoff Amount are enforceable obligations of Borrower owed to Creditor pursuant to the terms of the Credit Agreement, and (ii) confirms its agreement to the terms hereof.

ACKNOWLEDGED AND AGREED TO:

EN POINTE TECHNOLOGIES, INC.

By: _____
Name: Attiazaz "Bob" Din
Title: Chief Executive Officer

Bob Din
April 1, 2015

EN POINTE TECHNOLOGIES SALES, INC.

By: _____
Name: Attiazaz "Bob" Din
Title: Chief Executive Officer

Bob Din
April 1, 2015

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