

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388656

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900366940

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Softmart, Inc.		05/27/2016	Corporation: PENNSYLVANIA
Softmart Commercial Services, Inc.		05/27/2016	Corporation: DELAWARE
Softmart Government Services, Inc.		05/27/2016	Corporation: DELAWARE
Softmart West Indies, Inc.		05/27/2016	Corporation: JAMAICA
Softmart West Indies, LLC		05/27/2016	Limited Liability Company: DELAWARE
Softmart Technology Services, Inc.		05/27/2016	Corporation: DELAWARE
Softmart Financing, LLC		05/27/2016	Limited Liability Company: PENNSYLVANIA
Marksoft Inc.		05/27/2016	Corporation: DELAWARE
Softmart Puerto Rico, LLC		05/27/2015	Limited Liability Company: DELAWARE
Simitar, LLC		05/27/2016	Limited Liability Company: FLORIDA
SLMS Solutions, LLC		05/27/2016	Limited Liability Company: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	PC Connection, Inc.
<b>Street Address:</b>	730 Milford Road
<b>City:</b>	Merrimack
<b>State/Country:</b>	NEW HAMPSHIRE
<b>Postal Code:</b>	03054
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	3161886	SOFTMART

## CORRESPONDENCE DATA

TRADEMARK

**Fax Number:** 6175265000

***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.***

**Phone:** 617-526-6000

**Email:** whiptrademark@wilmerhale.com

**Correspondent Name:** Barbara A. Barakat, Esquire

**Address Line 1:** 60 State Street

**Address Line 2:** Wilmer Cutler Pickering Hale and DorrLLP

**Address Line 4:** Boston, MASSACHUSETTS 02109

<b>NAME OF SUBMITTER:</b>	Barbara A. Barakat
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<b>SIGNATURE:</b>	/barbara a. barakat/
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<b>DATE SIGNED:</b>	06/21/2016
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**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Assignment"), including all schedules attached hereto, is made effective this 27th day of May, 2016 (the "Effective Date"), by and among Softmart, Inc., a Pennsylvania corporation (the "Parent"), Softmart Commercial Services, Inc., a Delaware corporation ("Softmart Commercial"), Softmart Government Services, Inc., a Delaware corporation ("Softmart Government"), Softmart West Indies, Inc., a Jamaica corporation ("Softmart WI"), Softmart West Indies, LLC, a Delaware limited liability company ("Softmart WI LLC"), Softmart Technology Services, Inc., a Delaware corporation ("Softmart Technology"), Softmart Financing, LLC, a Pennsylvania limited liability company ("Softmart Financing"), Marksoft Inc., a Delaware corporation ("Marksoft"), Softmart Puerto Rico, LLC, a Delaware limited liability company ("Softmart PR"), Simitar, LLC, a Florida limited liability company ("Simitar"), SLMS Solutions, LLC, a Florida limited liability company (together with each of Parent, Softmart Commercial, Softmart Government, Softmart WI, Softmart WI LLC, Softmart Technology, Softmart Financing, Marksoft, Softmart PR and Simitar, the "Assignors") and PC Connection, Inc., a Delaware corporation ("Assignee"). Assignors and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignors and Assignee have entered into an Asset Purchase Agreement (the "Agreement"), dated as of May 26, 2016; and

WHEREAS, under the terms of the Agreement, the Parties agreed that Assignors would transfer, or cause to be transferred, to Assignee certain of Assignors' trademarks, service marks, logos, Internet domain names, corporate names and doing business designations and registrations and applications for registration of the foregoing, common law trademarks and service marks and trade dress (together with the goodwill of the businesses associated therewith), including those identified on Schedule 1 hereto (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the execution of the Agreement, the payment of the consideration stipulated in the Agreement, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Agreement.
2. Assignors hereby assign Assignee all right, title and interest in, to and under the Assigned Trademarks, including (i) all rights in applications anywhere in the world claiming priority thereto, (ii) all income and payments now or hereafter due or payable with respect thereto, (iii) all causes of action in law or equity relating thereto, and (iv) all rights to sue, counterclaim and recover for past, present and future infringement and misappropriation of the rights assigned, the same to be held and enjoyed by Assignee, its successors and assigns at least as fully and entirely as the same would have been held and enjoyed by Assignors had no sale and assignment of said Assigned Trademarks been made.

3. Assignors further agree to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.

4. Assignee may record this Assignment with the United States Patent and Trademark Office (“USPTO”) and with comparable offices in other jurisdictions throughout the world. All costs associated with any such registrations or recordations shall be paid by Assignee.

5. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

6. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

7. This Agreement may be executed in counterparts (including by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party hereto and delivered to the other Party, it being understood that each Party need not sign the same counterpart. This Agreement may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

**SOFTMART, INC.**

By: 

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**SOFTMART COMMERCIAL SERVICES, INC.**

By: 

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**SOFTMART GOVERNMENT SERVICES, INC.**

By: 

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**SOFTMART WEST INDIES, INC.**

By: 

Print Name: \_\_\_\_\_


Print Title: \_\_\_\_\_

*[Signature Page to Trademark Assignment]*

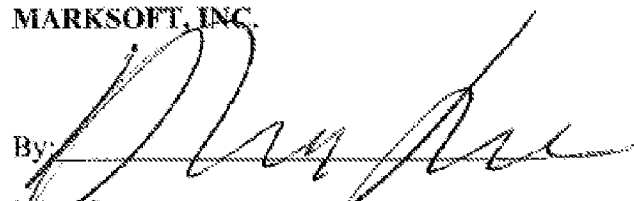
**SOFTMART TECHNOLOGY SERVICES,  
INC.**

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


**SOFTMART FINANCING, LLC**

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

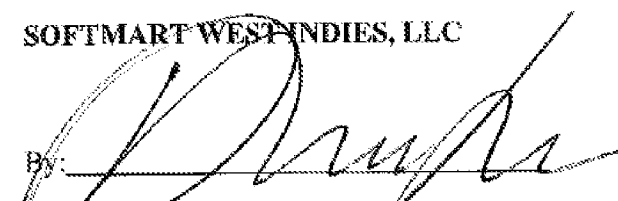
**MARKSOFT, INC.**

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

**SOFTMART PUERTO RICO, LLC**

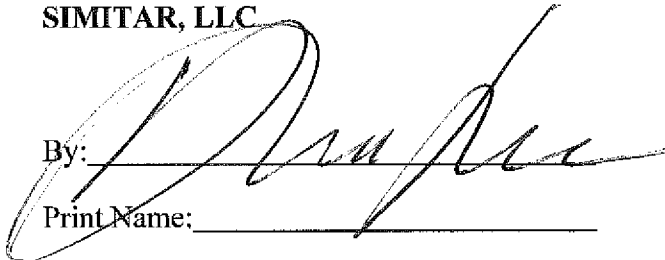
By:   
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**SOFTMART WEST INDIES, LLC**

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

*[Signature Page to Trademark Assignment]*

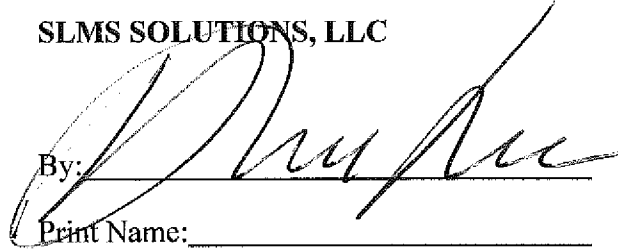
**SIMITAR, LLC**

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**SLMS SOLUTIONS, LLC**

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

ACCEPTED:

**PC CONNECTION, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

*[Signature Page to Trademark Assignment]*

**SIMITAR, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**SLMS SOLUTIONS , LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

ACCEPTED:

**PC CONNECTION, INC.**

By: Joseph Driscoll

Print Name: Joseph Driscoll

Print Title: CFO

*[Signature Page to Trademark Assignment]*



**Schedule 1**

Assigned Trademarks

Mark	Owner	Registration Date	Country	Registration Number	Application/ Serial Number
SOFTMART	Sofmart, Inc.	January 4, 2016	United States	3161886	78622917