

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505030

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CDI Computer Dealers Inc.		11/29/2018	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Midstar Lending Corp., as Agent
Street Address:	1400 - 130 King Street West
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1C8
Entity Type:	Company: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5237312	EDUGEAR
Registration Number:	4773405	EDUGEAR
Registration Number:	4464751	MOBILAB
Registration Number:	4908964	ONEBOOK
Registration Number:	4881967	ONEBOOK
Registration Number:	4908963	UNOBOOK
Registration Number:	4299437	UNOBOOK

CORRESPONDENCE DATA

Fax Number: 2025339099

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: 202-467-8800

Email: jspiantanida@vorys.com

Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP

Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS

Address Line 2: ATTN: VINCENT C. LOMBARDOZZI

Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	049089-67
NAME OF SUBMITTER:	Julie S. Piantanida

TRADEMARK

SIGNATURE:	/julie piantanida/
DATE SIGNED:	01/08/2019
Total Attachments: 6 source=EXECUTED - Intellectual Property Security Agreement (Trademarks) Midstar#page1.tif source=EXECUTED - Intellectual Property Security Agreement (Trademarks) Midstar#page2.tif source=EXECUTED - Intellectual Property Security Agreement (Trademarks) Midstar#page3.tif source=EXECUTED - Intellectual Property Security Agreement (Trademarks) Midstar#page4.tif source=EXECUTED - Intellectual Property Security Agreement (Trademarks) Midstar#page5.tif source=EXECUTED - Intellectual Property Security Agreement (Trademarks) Midstar#page6.tif	

Intellectual Property Security Agreement

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 29, 2018, is made by CDI Computer Dealers Inc. (the “**Grantor**”), in favor of Midstar Lending Corp. (“**Midstar**”), as Agent for the Lenders and each other Secured Party (each as defined in the Credit Agreement referred to below) (the “**Agreement**”).

WHEREAS, pursuant to the Credit Agreement, dated as of November 29, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, the other Credit Parties, the Lenders from time to time party thereto and each other Secured Party, Midstar, as Agent, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Guarantee and Security Agreement pursuant to which it is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties and the Agent to enter into the Credit Agreement and to induce the Lenders and the Secured Parties to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder to the extent, and on the same terms, set forth in the Guarantee and Security Agreement.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGES FOLLOW]

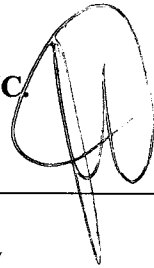
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CDI COMPUTER DEALERS INC.

By: _____

Name: Naipaul Sheosankar

Title: Controller & Secretary



ACCEPTED AND AGREED as of the date first above written:

MIDSTAR LENDING CORP., as Agent

By: 

Name: Tanya Taggart
Title: Authorized Signatory

By: 

Name: Michael Walsh
Title: Authorized Signatory

**Schedule 1
To
Intellectual Property Security Agreement**

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Registration No.	Country
CDI Computer Dealers Inc.	CDI	TMA611,063	Canada
CDI Computer Dealers Inc.	CDI CERTIFIED	TMA611,120	Canada
CDI Computer Dealers Inc.	CDI TECHNOLOGIES	TMA952,710	Canada
CDI Computer Dealers Inc.	CycleOut	TMA526,450	Canada
CDI Computer Dealers Inc.		TMA612,871	Canada
CDI Computer Dealers Inc.	MOBILAB	TMA901,991	Canada
CDI Computer Dealers Inc.	REFURBISHED COMPUTERS, REMARKABLE COMPANY	TMA612,473	Canada
CDI Computer Dealers Inc.	UNOBOOK	TMA870,152	Canada
CDI Computer Dealers Inc.	EDUGEAR	5237312	United States
CDI Computer Dealers Inc.	EDUGEAR	4773405	United States
CDI Computer Dealers Inc.	MOBILAB	4464751	United States

CDI Computer Dealers Inc.	ONEBOOK	4908964	United States
CDI Computer Dealers Inc.	ONEBOOK	4881967	United States
CDI Computer Dealers Inc.	UNOBOOK	4908963	United States
CDI Computer Dealers Inc.	UNOBOOK	4299437	United States

2. TRADEMARK APPLICATIONS

Nil.

3. IP LICENSES

Nil.