

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDI Computer Dealers Inc.		11/29/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	MB Business Capital Canada Inc.		
Street Address:	1155 North Service Road West, #11		
City:	Oakville, Ontario		
State/Country:	CANADA		
Postal Code:	L6M 3E3		
Entity Type:	Company: CANADA		
PROPERTY NUMBERS Total: 8			
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	
Serial Number:	86703113	CDI TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	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		

CH \$215.00 5237312

NAME OF SUBMITTER:	Julie S. Piantanida
SIGNATURE:	/julie piantanida/
DATE SIGNED:	01/08/2019
Total Attachments: 5 source=Short Form Grant of Security Interest in Trademarks#page1.tif source=Short Form Grant of Security Interest in Trademarks#page2.tif source=Short Form Grant of Security Interest in Trademarks#page3.tif source=Short Form Grant of Security Interest in Trademarks#page4.tif source=Short Form Grant of Security Interest in Trademarks#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, CDI Computer Dealers Inc., an Ontario corporation ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, as set forth on Schedule A attached hereto; and

WHEREAS, MB Business Capital Canada Inc. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of November 29, 2018, between the Grantor and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto together with (i) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (ii) all of the goodwill of the businesses with which the Marks are associated, and (iii) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

The parties consent to a Notice of Security Interest and a copy of this Agreement filed against the Marks and a notation being made on the file of each of the Marks in the Canadian Intellectual Property Office and in the United States Patent and Trademark Office.

This agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original but all of which when taken together shall constitute one and the same instrument. In making proof of this agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This agreement may be executed and delivered by telecopier or other means of

electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:
CDI COMPUTER DEALERS INC.,
an Ontario corporation

By: _____
Name: Naipaul Sheosankar
Title: Controller and Secretary



GRANTEE:

MB BUSINESS CAPITAL CANADA INC.

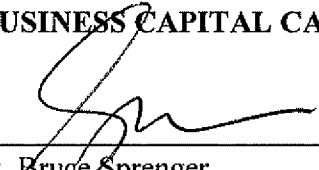
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.


GRANTOR:
CDI COMPUTER DEALERS INC,
an Ontario corporation

By: _____
Name: _____
Title: _____

GRANTEE:
MB BUSINESS CAPITAL CANADA INC.

By:  _____
Name: Bruce Sprenger
Title: Group President

Schedule A - Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Application No. / Registration No.</u>	<u>Country</u>
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
CDI Computer Dealers Inc.	CDI TECHNOLOGIES	86-703113	United States