

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531085

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Integrated AV Systems, LLC		07/08/2019	Limited Liability Company: DELAWARE
Troxell Communications, Inc.		07/08/2019	Corporation: DELAWARE
CDI Computer Dealers Inc.		07/08/2019	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC
Street Address:	300 South Wacker Drive
Internal Address:	Suite 3500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

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
Registration Number:	4372994	WE ACCELERATE . . .
Registration Number:	4372995	TXL
Registration Number:	4372996	TROX
Registration Number:	4202310	TROXELL

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3127018623
Email: ipdocket@mayerbrown.com, ahintz@mayerbrown.com,
rasmus@mayerbrown.com
Correspondent Name: Richard M. Assmus c/o Mayer Brown LLP
Address Line 1: P.O. Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:	Andrea L. Hintz
SIGNATURE:	/andrea l. hintz/
DATE SIGNED:	07/09/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 8, 2019 (this "Trademark Security Agreement"), is made by INTEGRATED AV SYSTEMS, LLC, TROXELL COMMUNICATIONS, INC., and CDI COMPUTER DEALERS INC. (each, a "Grantor" and, together, the "Grantors"), in favor of Twin Brook Capital Partners, LLC ("Twin Brook"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 8, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among CDI-TROXELL INTERMEDIATE, LLC, as Holdings, each of TROXELL PURCHASER, LLC, TROXELL MERGER SUB, INC. ("MergerSub"), 2202690 ALBERTA ULC, 2393813 ONTARIO INC., CDI COMPUTER DEALERS INC., CDI COMPUTERS (US) CORP., and LIFESPAN INTERNATIONAL, INC., as an Initial Borrower, and following the consummation of the Closing Date Merger, each of TXL HOLDING CORPORATION, TROXELL COMMUNICATIONS, INC. and INTEGRATED AV SYSTEMS, LLC and the Initial Borrowers (other than MergerSub), as a Borrower and collectively as Borrowers, the additional Persons joined thereto as Borrowers from time to time, the financial institutions party thereto from time to time as Lenders and Twin Brook Capital Partners, LLC as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor has entered into a (i) a Guaranty and Security Agreement, dated as of July 8, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time) and (ii) a Canadian Guaranty and Security Agreement, dated as of July 8, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, together with the Guaranty and Security Agreement, the "Security Agreement") in favor of Agent, in order to induce Lenders to extend credit under the Credit Agreement; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest, among other property, in certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor (the Trademark Collateral):

(a) all of its Trademarks and all Trademark Licenses included in the Collateral, 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.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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 Trademark Security 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 State of New York.

Section 7. Release and Termination. At the time provided in Section 9.10(a) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of Agent and the applicable Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to such Grantor. At the request of the applicable Grantor following any such termination, Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,


CDI COMPUTER DEALERS INC., as Grantor

By: _____
Name: Naipaul Sheosankar
Title: Controller


INTEGRATED AV SYSTEMS, LLC, as Grantor

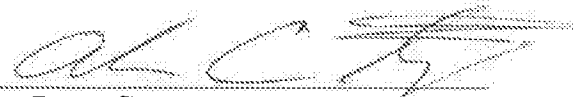
By: _____
Name: Naipaul Sheosankar
Title: Chief Financial Officer


TROXELL COMMUNICATIONS INC, as Grantor

By: _____
Name: Naipaul Sheosankar
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By: 
Name: Drew Guyette
Title: Partner and Chief Credit Officer

[Signature page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

FEDERAL REGISTERED TRADEMARKS

Owner	Mark	Registration No.	Country
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
Troxell Communications, Inc.	WE ACCELERATE...	4372994	United States
Troxell Communications, Inc.	TXL	4372995	United States
Troxell Communications, Inc.	TROX	4372996	United States
Troxell Communications, Inc.	TROXELL	4202310	United States

LOUISIANA REGISTERED TRADEMARKS

Owner	Mark	Registration No.	Application No.	Country/State
Integrated AV Systems, LLC	CREATIVE PRESENTATIONS	N/A	78733371	United States/Louisiana
Integrated AV Systems, LLC	SUMMIT INTEGRATION SYSTEMS	N/A	78917809	United States/Louisiana

TRADEMARK APPLICATIONS

Owner	Mark	Application No.	Country
CDI Computer Dealers Inc.	CDI TECHNOLOGIES	86-703113	United States

CHI 2407957v1
NAI-1502512724v4
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