

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664103

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Notes Security Agreement
RESUBMIT DOCUMENT ID:	900627389
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ingram Micro Inc.		07/02/2021	Corporation: DELAWARE
Ingram Micro Services LLC		07/02/2021	Limited Liability Company: DELAWARE
Securematics, Inc.		07/02/2021	Corporation: CALIFORNIA
Shipwire, Inc.		07/02/2021	Corporation: DELAWARE
NETXUSA, Inc.		07/02/2021	Corporation: SOUTH CAROLINA
Brightpoint, Inc.		07/02/2021	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	2 N. LaSalle Street, Suite 700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	4234243	PLAN FORECAST AND MANAGE SUPPLY CHAIN LI
Registration Number:	3994384	ACTIFY
Registration Number:	2353363	BRIGHTPOINT
Registration Number:	2247244	
Registration Number:	6096050	CHANNELWARE
Registration Number:	4105709	CLICK2LICENSE
Registration Number:	2938777	CLICK2LICENSE
Registration Number:	2834858	CLICK2LICENSE
Registration Number:	6100179	CLOUDBLUE CONNECT
Registration Number:	2691379	ENSIM
Registration Number:	2491117	ENSIM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2557937	ENSIM APPXCHANGE
Registration Number:	5158994	FIT
Registration Number:	5137851	IMSMART
Registration Number:	1620552	INGRAM MICRO
Registration Number:	2635642	INGRAM MICRO
Registration Number:	1859001	INGRAM MICRO
Registration Number:	2610033	INGRAM MICRO
Registration Number:	3866284	NETXUSA
Registration Number:	4952070	ODIN
Registration Number:	4952676	ODIN
Registration Number:	4786062	PARTNER SMART
Registration Number:	4916624	REALIZE THE PROMISE OF TECHNOLOGY
Registration Number:	6285577	RENUGO
Registration Number:	6285578	RENUGO
Registration Number:	2247594	ROLLOUTS
Registration Number:	3013974	ROLLOUTS
Registration Number:	4735456	SEISMIC
Registration Number:	2495161	SERVERXCHANGE
Registration Number:	5872532	TRUST X ALLIANCE
Registration Number:	2536939	VENTURETECH NETWORK
Registration Number:	3094846	WEBPPLIANCE
Registration Number:	4302353	ENTERPRISE LOGISTICS FOR EVERYONE
Registration Number:	3120126	SHIPWIRE
Registration Number:	4820811	SHIPWIRE
Registration Number:	4260094	SHIPWIRE ANYWHERE
Registration Number:	5148814	STORE-SELL-SHIP
Registration Number:	4388313	SECUREMATICS
Registration Number:	4388312	SECUREMATICS
Registration Number:	4743797	SECUREMATICS
Registration Number:	4743796	SECUREMATICS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

TRADEMARK

REEL: 007369 FRAME: 0318

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/02/2021
Total Attachments: 9 source=c15. Imola - Trademark Security Agreement#page1.tif source=c15. Imola - Trademark Security Agreement#page2.tif source=c15. Imola - Trademark Security Agreement#page3.tif source=c15. Imola - Trademark Security Agreement#page4.tif source=c15. Imola - Trademark Security Agreement#page5.tif source=c15. Imola - Trademark Security Agreement#page6.tif source=c15. Imola - Trademark Security Agreement#page7.tif source=c15. Imola - Trademark Security Agreement#page8.tif source=c15. Imola - Trademark Security Agreement#page9.tif	

NOTES TRADEMARK SECURITY AGREEMENT

NOTES TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2021, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Notes Security Agreement, dated as of July 2, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Notes Trademark Security Agreement (this “Trademark Security Agreement”); and

WHEREAS, Ingram Micro Inc., a Delaware corporation (the “Issuer”), the other Grantors, the Notes Collateral Agent and The Bank of New York Mellon Trust Company, N.A., as trustee, are party to that certain indenture, dated as of April 22, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which the Issuer has issued \$2,000,000,000 aggregate principal amount of its 4.750% Senior Secured Notes due 2029;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, “Trademark Collateral”):

(a) Marks of such Grantor, including those listed on Schedule I attached hereto (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an “Amendment to Allege Use” or a “Statement of Use” under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Marks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement the Notes Collateral Agent, at the sole cost and expense of the Grantors, shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

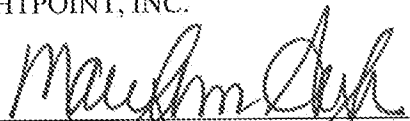
SECTION 8. Concerning the Notes Collateral Agent. The Bank of New York Mellon Trust Company, N.A. is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein. The recitals contained herein shall be taken as the statements of the Grantors hereto and the Notes Collateral Agent assumes no responsibility for their correctness. The Notes Collateral Agent makes no representation as to the validity or sufficiency of this Trademark Security Agreement.

[Signature Pages Follow]

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.

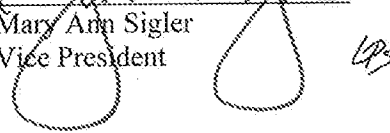
Very truly yours,

INGRAM MICRO INC.,
INGRAM MICRO SERVICES LLC,
SECUREMATICS, INC.,
SHIPWIRE, INC.,
NETXUSA, INC., and
BRIGHTPOINT, INC.

By: 

Name: Mary Ann Sigler

Title: Vice President



Accepted and Agreed to:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Notes Collateral Agent

By: *Kenneth Helbig*
Name: Kenneth Helbig
Title: Vice President

[Signature Page to Note Trademark Security Agreement]

TRADEMARK
REEL: 007369 FRAME: 0323

SCHEDULE I
to
NOTES TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Docket Number	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Client Name	Classes
PLAN FORECAST AND MANAGE SUPPLY CHAIN LIFECYCLES MARKET CREATE DEMAND AND ACCESS SALES CHANNELS CUSTOMIZE CONFIGURE, PREPARE AND ENABLE DEVICES MOVE DELIVER DEVICES WHEN AND WHERE THEY NEED TO BE RECOVER MAXIMIZE VALUE FROM RECAPTURED DEVICES	T05434US01	United States of America	85/654,835	18-Jun-2012	4,234,243	30-Oct-2012	Registered	Brightpoint, Inc.	35 Int., 36 Int., 37 Int., 39 Int., 42 Int., 45 Int.
ACTIFY	T04730U	United States of America	77/722,635	27-Apr-2009	3,994,384	12-Jul-2011	Registered	Brightpoint, Inc.	35 Int., 38 Int.
BRIGHTPOINT		United States of America	75/591,726	10-Nov-1998	2,353,363	30-May-2000	Registered	Brightpoint, Inc.	35 Int., 37 Int., 39 Int., 42 Int.
LOGO		United States of America	75/354,459	10-Sep-1997	2,247,244	25-May-1999	Registered	Brightpoint, Inc.	42 Int.
CHANNELWARE	036768-T2US1	United States of America	88/731,303	18-Dec-2019	6096050	7-Jul-2020	Registered	Netxusa, Inc.	42 Int.
CLICK2LICENSE	T07288US00	United States of America	85/424,004	15-Sep-2011	4,105,709	28-Feb-2012	Registered	Ingram Micro Inc.	45 Int.

Trademark	Docket Number	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Client Name	Classes
CLICK2LICENSE and Design	T06497US00	United States of America	78/177,714	23-Oct-2002	2,938,777	05-Apr-2005	Registered	Ingram Micro Inc.	35 Int.
CLICK2LICENSE		United States of America	76/159,540	03-Nov-2000	2,834,858	20-Apr-2004	Registered	Ingram Micro Inc.	
CLOUDBLUE CONNECT	036768-T1US1	United States of America	88/724,550	12-Dec-2019	6,100,179	14-Jul-2020	Registered	Ingram Micro Inc.	42 Int.
ENSIM	T07144US00	United States of America	76/027,488	17-Apr-2000	2,691,379	25-Feb-2003	Registered	Ingram Micro Inc.	09 Int., 35 Int., 37 Int., 41 Int., 42 Int.
ENSIM	T07146US00	United States of America	75/575,630	21-Oct-1998	2,491,117	18-Sep-2001	Registered	Ingram Micro Inc.	09 Int.
ENSIM APPXCHANGE	T07143US00	United States of America	76/027,489	17-Apr-2000	2,557,937	09-Apr-2002	Registered	Ingram Micro Inc.	42 Int.
FIT	T06835US00	United States of America	86/893,495	01-Feb-2016	5,158,994	14-Mar-2017	Registered	Ingram Micro Inc.	41 Int.
IMSMART	T06822US00	United States of America	86/088,874	10-Oct-2013	5,137,851	07-Feb-2017	Registered	Ingram Micro Inc.	35 Int., 42 Int.
INGRAM MICRO	T06817US00	United States of America	74/014,737	27-Dec-1989	1,620,552	30-Oct-1990	Registered	Ingram Micro Inc.	42 Int.
INGRAM MICRO	T06817US01	United States of America	75/475,718	28-Apr-1998	2,635,642	15-Oct-2002	Registered	Ingram Micro Inc.	09 Int., 16 Int., 35 Int., 36 Int., 42 Int., 39 Nat.
INGRAM MICRO and Design (old logo)	T06838US00	United States of America	74/427,016	19-Aug-1993	1,859,001	18-Oct-1994	Registered	Ingram Micro Inc.	42 Int.
INGRAM MICRO and Design (old logo)	T06838US01	United States of America	75/475,630	28-Apr-1998	2,610,033	20-Aug-2002	Registered	Ingram Micro Inc.	09 Int., 16 Int., 35 Int., 36 Int., 39 Int., 42 Int.
NETXUSA	T08031US00	United States of America	77/545,715	13-Aug-2008	3,866,284	26-Oct-2010	Registered	Netxusa, Inc.	

Trademark	Docket Number	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Client Name	Classes
ODIN	T06776U S00	United States of America	86/345,600	23-Jul-2014	4,952,070	03-May-2016	Registered	Ingram Micro Inc.	09 Int., 42 Int.
ODIN & Design	T06778U S00	United States of America	86/542,570	23-Feb-2015	4,952,676	03-May-2016	Registered	Ingram Micro Inc.	09 Int., 42 Int.
PARTNER SMART	T06842U S00	United States of America	85/445,500	12-Oct-2011	4,786,062	04-Aug-2015	Registered	Ingram Micro Inc.	35 Int., 36 Int., 41 Int., 42 Int.
REALIZE THE PROMISE OF TECHNOLOGY	T06843U S00	United States of America	86/365,781	13-Aug-2014	4,916,624	15-Mar-2016	Registered	Ingram Micro Inc.	35 Int., 37 Int., 42 Int.
RENUGO	T07796U S00	United States of America	88/136,157	28-Sep-2018	6,385,577	9-Mar-2021	Registered	Ingram Micro Inc.	35 Int., 42 Int.
RENUGO and Design	T07797U S00	United States of America	88/136,161	28-Sep-2018	6,385,578	9-Mar-2021	Registered	Ingram Micro Inc.	35 Int., 42 Int.
ROLLOUTS	T06725U S00	United States of America	75/446,281	06-Mar-1998	2,247,594	25-May-1999	Registered	Ingram Micro Services LLC.	35 Int.
ROLLOUTS AND DESIGN	T06726U S00	United States of America	78/332,513	24-Nov-2003	3,013,974	08-Nov-2005	Registered	Ingram Micro Services LLC.	35 Int., 37 Int.
SEISMIC		United States of America	85/092,015	23-Jul-2010	4,735,456	12-May-2015	Registered	Ingram Micro Inc.	
SERVERXCHANGE	T07145U S00	United States of America	75/818,805	08-Oct-1999	2,495,161	02-Oct-2001	Registered	Ingram Micro Inc.	09 Int.
TRUST X ALLIANCE	T08144U S00	United States of America	88/342,136	15-Mar-2019	5,872,532	01-Oct-2019	Registered	Ingram Micro Inc.	35 Int., 42 Int.
VENTURETECH NETWORK (stylized and/or with design)	T06846U S00	United States of America	75/468,558	15-Apr-1998	2,536,939	05-Feb-2002	Registered	Ingram Micro Inc.	35 Int., 42 Int.
WEBPPLIANCE	T07142U S00	United States of America	78/133,745	06-Jun-2002	3,094,846	23-May-2006	Registered	Ingram Micro Inc.	09 Int.

Trademark	Docket Number	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Client Name	Classes
ENTERPRISE LOGISTICS FOR EVERYONE	T06820US00	United States of America	85/472,189	14-Nov-2011	4,302,353	12-Mar-2013	Registered	Shipwire, Inc	39 Int., 42 Int.
SHIPWIRE	T06833US00	United States of America	78/676,752	22-Jul-2005	3,120,126	25-Jul-2006	Registered	Shipwire, Inc	39 Int.
SHIPWIRE	T06833US01	United States of America	86/355,550	01-Aug-2014	4,820,811	29-Sep-2015	Registered	Shipwire, Inc	09 Int., 42 Int.
SHIPWIRE ANYWHERE	T06845US00	United States of America	85/424,857	16-Sep-2011	4,260,094	18-Dec-2012	Registered	Shipwire, Inc	39 Int., 42 Int.
STORE-SELL-SHIP	T06834US00	United States of America	86/627,365	12-May-2015	5,148,814	28-Feb-2017	Registered	Shipwire, Inc	09 Int., 39 Int., 42 Int.
SECURE MATICS		United States of America	77/545,279	12-Aug-2008	4,388,313	20-Aug-2013	Registered	Securematics, Inc.	42 Int.
SECURE MATICS		United States of America	77/545,267	12-Aug-2008	4,388,312	20-Aug-2013	Registered	Securematics, Inc.	35 Int.
SECURE MATICS		United States of America	77/545,270	12-Aug-2008	4,743,797	26-May-2015	Registered	Securematics, Inc.	42 Int.
SECURE MATICS		United States of America	77/545,244	12-Aug-2008	4,743,796	26-May-2015	Registered	Securematics, Inc.	9 Int.