

12-22-2000



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**RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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New

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Correction of PTO Error
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Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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TRADEMARK
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Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

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Name

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Enter the total number of pages of the attached conveyance document including any attachments.

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Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2285758"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Antoinette E. Baker

Name of Person Signing

Antoinette E. Baker
Signature

11/30/2000
Date Signed

10/21/98 17:07 FAX 214 851 4330

STRASBURGER & PRICE

003

ASSIGNMENT

This Assignment is made effective the date the last signature hereto is obtained between CompuCom Systems, Inc., a Delaware corporation whose address is 7171 Forest Lane, Dallas, Texas, 75230 ("CompuCom"), and Globalserve Computer Services Limited, a private limited company registered in England and Wales having its registered office at Carmelite; 50 Victoria Embankment, Blackfriars, London, EC4Y 0LS ("GlobalServe").

WHEREAS,

- I. CompuCom is the owner of the applications and registrations described in Exhibit "A" hereto (the "Applications" and "Registrations") for the trademark GLOBALSERVE & Design (the "Trademark").
- II. Pursuant to the terms of the GlobalServe Computer Services Limited Shareholders Agreement dated May 6, 1998 (the "Shareholders Agreement"), CompuCom agreed to convey to GlobalServe all of CompuCom's rights in and to the Trademark, the Applications, and the Registrations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CompuCom assigns and conveys to GlobalServe on a quitclaim basis all of CompuCom's right, title, and interest, if any, in and to the Trademark, the Applications, and the Registrations, along with any common law rights and goodwill owned by CompuCom associated with Trademark, as well as the business of CompuCom in which the Trademark was used or intended to be used.
2. GlobalServe acknowledges and agrees that CompuCom only assigns such rights, if any, as it presently holds in the Trademark and the Applications. CompuCom does not warrant that it holds any rights in the Trademark, that the Trademark or the Applications and Registrations are valid, or that this assignment will be effective to transfer CompuCom's rights in the Applications. ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE TRADEMARK AND THE APPLICATIONS, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.
3. GlobalServe acknowledges and agrees that assignment of a United States intent-to-use application is subject to certain restrictions pursuant to 15 U.S.C. § 1060, and that CompuCom does not warrant or represent that this Assignment complies with such restrictions. GlobalServe acknowledges that failure to comply with requirements applicable to the assignment of an intent-to-use application can render that trademark application irreversibly invalid or void. GlobalServe assumes all risks associated with the failure to comply with such requirements.

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- 4. GlobalServe acknowledges and agrees that this Assignment does not convey any rights other than those expressly conveyed to GlobalServe pursuant to the Shareholders Agreement.
- 5. GlobalServe Computer Services Limited hereby undertakes to indemnify and to keep CompuCom Systems, Inc. fully and effectively indemnified against any taxation (including any interest, fines, and penalties in connection therewith) which may be assessed against CompuCom by reason of the transfer of the "GlobalServe" trademarks or intellectual property rights to GlobalServe Computer Services Limited on the terms set out in this agreement, which taxation is assessed on the basis of deemed (as opposed to actual) profits, royalties, or receipts.

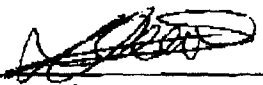
SO AGREED:

COMPUCOM SYSTEMS, INC.

By: 
 Printed Name: ED ANDERSON
 Title: PRESIDENT/CEO

Date: _____

GLOBALSERVE COMPUTER SERVICES LIMITED

By: 
 Printed Name: N. W. AUIS
 Title: CHAIRMAN.

Date: 5/11/98

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STRASBURGER & PRICE

005

EXHIBIT "A"

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mexico	GLOBALSERVE & Design	573533	March 30, 1998
New Zealand	GLOBALSERVE & Design	258,058	January 24, 1996

<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
Australia (abandoned)	GLOBALSERVE & Design	701,215	January 24, 1996
Canada	GLOBALSERVE & Design	798,810	December 4, 1995
China (abandoned)	GLOBALSERVE & Design	960,037,878	March 18, 1996
Hong Kong (abandoned)	GLOBALSERVE & Design	96 01344	February 1, 1996
Japan	GLOBALSERVE & Design	H8-44476	April 22, 1996
Malaysia	GLOBALSERVE & Design	96/03916	April 16, 1996
Malaysia	GLOBALSERVE & Design	97/21546	December 13, 1997
Singapore	GLOBALSERVE & Design	1361/96	February 7, 1996
Taiwan	GLOBALSERVE & Design	85-001584	January 11, 1996
Taiwan (abandoned)	GLOBALSERVE & Design	85-055841	November 4, 1996
United States	GLOBALSERVE & Design	75/028,017	December 1, 1995

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