FORM PTO-1594. 1-31-92	U5-02-2003	R SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
		5/2-02
Tab settings ⇒ ⇒ ⇒ ▼	102437408	· · · · · · · · · · · · · · · · · · ·
To the Honorable Commissioner of Paten	its and TraucinTOO	ne attached original documents or copy thereof.
 Name of conveying party(ies): Global Computer Supplies Inc. 11 Harbor Park Drive Port Washington, NY 11050 	Manl	lame and address of receiving party(ies): lame: <u>JP Morgan Chase Bank f/k/a The Chase</u> nattan Bank nternal Address:
	ited Partnership (Street Address: 1166 Avenue of the Americas, 16 th Fl. City: New York State: NY ZIP: 10036 Individual(s) citizenship
3. Nature of conveyances: ☐ Assignment ☐ Mel ☐ Security Agreement ☐ Cha ☐ Other ☐ Execution Date: April 28, 2003	rger [ange of Name [If assidesign	General Partnership Limited Partnership Corporation-State Other Financial Institution Genee is not domiciled in the United States, a domestic representative lation is attached Yes No Inations must be a separate document from Assignment)
Application Number(s) or registration number. A. Trademark Application.(s) SEE ATTACHED SCHEDULE A Acceptable Accepta	В	Trademark registration No.(s) SEE ATTACHED SCHEDULE A ☐ Yes ☑ No
Name and address of party to whom corre- concerning document should be mailed:		Total number of applications and registrations involved:
Name: Federal Research Corporation Internal Ad Federal Research Company, L 1030 15th Street, NW, Suite 9 Washington, DC 20005	LC	Total fee (37 CFR 3.41): \$290 0000000000000000000000000000000000
City: Washington State: DC Z	0.	Deposit account number: ch duplicate copy of this page if paying by deposit account)
	DO NOT USE THIS S	PACE
9. Statement and signature. To the best of my knowledge and belief, the original document	the foregoing information is	s true and correct and any attached copy is a true copy of
Stephen I. Brecher	Ster breeze	April λ9, 2003
Name of Person Signing	Signatu Fotal number of pages includ	re Date ng coversheet, attachments and document:
TC:8521 40.00 0P C:8522 250.00 0P	ments to be recorded with required mmissioner of Patents & Trademar Washington, D.C. 20	ks, Box Assignments

SCHEDULE A

Schedule A to Trademark Security Agreement dated April 28, 2003, by and between Global Computer Supplies Inc. and JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank, as Agent.

COUNTRY	TMARK	STATUS	APPNO	FILE	REGNO	REG
UNITED STATES	QLTY	REGISTERED	74/576,890	9/22/ 94	2,269,279	8/10/ 99
UNITED STATES	SPILL STOR	REGISTERED	74/555,316	7/28/ 94	1,923,682	10/ 3/ 95
UNITED STATES	THE CRT SHUTTLE PLUS	REGISTERED	74/555,426	7/28/ 94	1,916,203	9/ 5/ 95
UNITED STATES	THE GLOBAL WEDGE & Design	REGISTERED	74/568,649	9/ 1/ 94	2,422,399	1/23/ 01
UNITED STATES	CRT FLOAT	REGISTERED	73-604,364	6/16/ 86	1,449,391	7/28/ 87
UNITED STATES	MACWHOLESALE	REGISTERED	75/071,456	3/12/ 96	2,032,285	1/21/ 97
UNITED STATES	GLOBAL & DESIGN	REGISTERED	74/560,199	8/10/ 94	2,486,406	9/11/01
UNITED STATES	GO CONFIGURE	REGISTERED	75/391,645	11/17/ 97	2,534,402	1/29/02
UNITED STATES	GLOBAL COMPUTER SUPPLIES	REGISTERED	75/449,836	3/13/ 98	2,416,746	1/ 2/ 01
UNITED STATES	ARROW STAR	REGISTERED	73/445,004	9/23/ 83	1,297,181	9/18/ 84
UNITED STATES	GLOBAL & Design	REGISTERED	74/578,622	9/26/ 94	2,418,489	1/ 9/ 01

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)) ss:	74574890
COUNTY OF NEW YORK)	113141

KNOW ALL MEN BY THESE PRESENTS, that GLOBAL COMPUTER SUPPLIES INC., a corporation formed under the laws of New York, with its principal office at 11 Harbor Park Drive, Port Washington, NY 11050 ("Borrower"), pursuant to a Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the "Agreement"), hereby appoints and constitutes JPMORGAN CHASE BANK, formerly known as The Chase Manhattan Bank, with offices at 1166 Avenue of the Americas, New York, New York, 10036 (the "Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

- Assigning, selling or otherwise disposing of all 1. right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Agreement, the trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- Executing any and all documents, statements, 2. certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated:

April 28, 2003

GLOBAL COMPUTER SUPPLIES INC.

Name: Cort Rush Title: Corporate Secretary

1148823.1/SIB/11203/112

STATE OF NEW YORK)	
)	ss:
COUNTY OF NEW YORK)	

On the 28th day of April, 2003, before me personally came () to me known, who being by me duly sworn, did depose and say that s/he is the <u>Secre</u> of GLOBAL COMPUTER SUPPLIES INC., the corporation described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto by order of the board of directors of said corporation.

Notary Public

My Commission Expires: 6/11/03

Donna E. Gehnrich
Notary Public, State of New York
No. 02GE6060086
Qualified in Nassau County
Commission Expires 6/11/03

TRADEMARK SECURITY AGREEMENT

WHEREAS, GLOBAL COMPUTER SUPPLIES INC., a corporation formed under the laws of New York, located at 11 Harbor Park Drive, Port Washington, NY 11050 ("Borrower"), has adopted, used and is using the marks shown in the attached <u>Schedule A</u> (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached <u>Schedule A</u>; and

WHEREAS, Borrower is obligated to JPMORGAN CHASE BANK, formerly known as The Chase Manhattan Bank ("JPMC") and various other financial institutions (collectively, "Lenders") and JPMC as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated as of June 13, 2001, among Agent, Lenders, Borrower, Systemax Inc., Systemax Manufacturing Inc., Global Equipment Company Inc., Tiger Direct, Inc., Dartek Corporation, Nexel Industries, Inc., Misco America Inc., Systemax Retail Sales Inc., Papier Catalogues, Inc., Catalog Data Systems, Inc., Millennium Falcon Corp., Tek Serv Inc., B.T.S.A., Inc., and KeyboardMall.com Inc. (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York April 28, 2003

Witness:

GLOBAL COMPUTER SUPPLIES INC.

By:

Name: Cort Losh

Title: Secretary

WITNESS:

JPMORGAN CHASE BANK, formerly know as The Chase Manhattan Bank, as Agent

By: __

Name: Title:

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York

April 28, 2003

I ho havi

Witness:

GLOBAL COMPUTER SUPPLIES INC.

By: _____

Name: Title:

WITNESS:

JPMORGAN CHASE BANK, formerly know as The Chase Manhattan Bank, as Agent

By: <u>Janna M. Di Joses</u> Name: Donna M. DiForio

Vice President Title:

STATE OF NEW YORK)
	: ss.:
COUNTY OF NEW YORK)
On the 28th day of A	pril, 2003, before me personally came Curt Rush to me known,
who being by me duly sworn	, did depose and say that s/he is the Secreture of GLOBAL
	C., the corporation described in and which executed the foregoing
	authorized to sign her/his name thereto by order of the board of
directors of said compensations	<u> </u>
See public, State of	Name 32 1
o. 02GB60600	86 Compre Lone E. Leli
Nassau (Matary Dublic
Court asson Expires 6/	1V o 3
STATE OF NEW YORK)
	; ss.:
COUNTY OF NEW YORK	
,	signed, on this 28 th day of April, 2003, personally appeared e known personally, and who being by me duly sworn, deposes and
says that s/he is the	
as The Chase Manhattan Ban	nk, and that s/he was authorized to sign her/his name thereto.
	Notary Public

STATE OF NEW YORK)		
COUNTY OF NEW YORK)	SS.:	
who being by me duly sworn, dicomputer SUPPLIES INC.,	l, 2003, before me personally cameid depose and say that s/he is the the corporation described in and which execute athorized to sign her/his name thereto by order o	of GLOBAL ed the foregoing
	Notary Public	_
Before me, the undersign Double M. Difficio, to me kr	ned, on this 28 th day of April, 2003, personally a nown personally, and who being by me duly swe esident of JPMORGAN CHASE BANK	orn, deposes and
	and that s/he was authorized to sign her/his name	
	NOTARY PUBLIC, State of Nove You Qualified in the Commission of Commissi	
	JEFFREY S. ACKERMAN NOTARY PUBLIC, State of New Y No. 24-4707613 Qualified in Kings County Commission Expires June 30, 22	

TRADEMARK REEL: 002722 FRAME: 0850

RECORDED: 05/02/2003