

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

18103-371 (2)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

ScanSource, Inc.

- Individual(s)
- General Partnership
- Corporation- State: South Carolina
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) September 28, 2007

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

**9. Signature:**

Laura Konrath  
Signature

Name of Person Signing

**6. Total number of applications and registrations involved:**

17

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$440**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

12/5/07  
Date

Total number of pages including cover sheet, attachments, and document

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

CH \$440.00 232428 77110028

Continuation  
Item 1

**SCHEDULE 1**

**TRADEMARKS:**

	<b>Mark</b>	<b>Registration Owner</b>	<b>Serial Number</b>	<b>Registration/ Application Number</b>
1	Catalyst Telecom	ScanSource, Inc.	75298863	2191567
2	Empowering Solution Providers	ScanSource, Inc.	76425992	2868399
3	Impact Now	ScanSource, Inc.	77110028	N/A
	Intelligent Peripheral Management	ScanSource, Inc.	Pending	Pending
	Intelligent Remote Device	ScanSource, Inc.	Pending	Pending
	Intelligent Retail Device	ScanSource, Inc.	Pending	Pending
4	Knowledge To Go	ScanSource, Inc.	76135847	2636675
	Marketplace Convergence Program	ScanSource, Inc.	78414224	2970451
5	Paracon	ScanSource, Inc.	78719346	3132975
6	Partnerservices	ScanSource, Inc.	Pending	Pending
	RFID Edge	ScanSource, Inc.	78477357	3056572
7	ScanSource	ScanSource, Inc.	74423556	1839751
8	ScanSource Security Distribution	ScanSource, Inc.	78603623	3073536
9	ScanSource Virtual Technician	ScanSource, Inc.	78660208	3228798
10	SMV	ScanSource, Inc.	78655803	N/A
11	Solution City	ScanSource, Inc.	78385644	3006609
12	T2 Supply	ScanSource, Inc.	78943948	N/A
13	T2Supply	ScanSource, Inc.	78943958	N/A
14	Vertech	ScanSource, Inc.	78770409	N/A
15				

16	<b>What's Supposed To Happen, Happens.</b>	<b>ScanSource, Inc.</b>	<b>77033989</b>	<b>3252812</b>
17	<b>You'll Get It Because We Get It</b>	<b>ScanSource, Inc.</b>	<b>77110013</b>	<b>N/A</b>

TRADEMARK APPLICATIONS:

2

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 28, 2007, is between ScanSource, Inc., a South Carolina corporation ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as collateral agent for the benefit of the Secured Creditors.

### WITNESSETH:

WHEREAS, Grantor has entered into a Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with the Secured Party, for itself and the other Secured Creditors, pursuant to which Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, (collectively, the "Trademarks") to secure the payment of the Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each of the Trademarks, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each of the Trademarks;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark

license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

[signature page follows]

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

SCANSOURCE, INC.

By:   
Title: Chief Financial Officer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent for the Secured Creditors

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to Trademark  
Security Agreement*

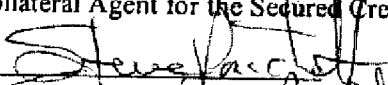
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SCANSOURCE, INC.

By: \_\_\_\_\_  
Title: Chief Financial Officer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent for the Secured Creditors

By:   
Title: Branch President

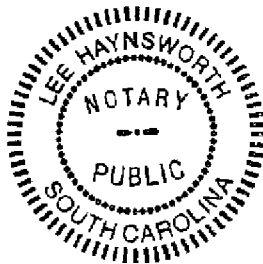
*Signature Page to Trademark  
Security Agreement*

**ACKNOWLEDGMENT**

State of South Carolina )  
County of Greenville ) ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Netpoint International, Inc., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}



Lee Haynsworth  
Notary Public

**My Commission Expires January 10, 2009**

*Signature Page to Trademark  
Security Agreement*



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<b>Empowering Solution Providers</b>	<b>ScanSource, Inc.</b>	<b>76425992</b>	<b>2868399</b>
<b>Impact Now</b>	<b>ScanSource, Inc.</b>	<b>77110028</b>	<b>N/A</b>
<b>Intelligent Peripheral Management</b>	<b>ScanSource, Inc.</b>	<b>Pending</b>	<b>Pending</b>
<b>Intelligent Remote Device</b>	<b>ScanSource, Inc.</b>	<b>Pending</b>	<b>Pending</b>
<b>Intelligent Retail Device</b>	<b>ScanSource, Inc.</b>	<b>Pending</b>	<b>Pending</b>
<b>Knowledge To Go</b>	<b>ScanSource, Inc.</b>	<b>76135847</b>	<b>2636675</b>
<b>Marketplace Convergence Program</b>	<b>ScanSource, Inc.</b>	<b>78414224</b>	<b>2970451</b>
<b>Paracon</b>	<b>ScanSource, Inc.</b>	<b>78719346</b>	<b>3132975</b>
<b>Partnerservices</b>	<b>ScanSource, Inc.</b>	<b>Pending</b>	<b>Pending</b>
<b>RFID Edge</b>	<b>ScanSource, Inc.</b>	<b>78477357</b>	<b>3056572</b>
<b>ScanSource</b>	<b>ScanSource, Inc.</b>	<b>74423556</b>	<b>1839751</b>
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<b>SMV</b>	<b>ScanSource, Inc.</b>	<b>78655803</b>	<b>N/A</b>
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<b>T2 Supply</b>	<b>ScanSource, Inc.</b>	<b>78943948</b>	<b>N/A</b>
<b>T2Supply</b>	<b>ScanSource, Inc.</b>	<b>78943958</b>	<b>N/A</b>
<b>Vertech</b>	<b>ScanSource, Inc.</b>	<b>78770409</b>	<b>N/A</b>

<b>What's Supposed To Happen, Happens.</b>	<b>ScanSource, Inc.</b>	<b>77033989</b>	<b>3252812</b>
<b>You'll Get It Because We Get It</b>	<b>ScanSource, Inc.</b>	<b>77110013</b>	<b>N/A</b>

TRADEMARK APPLICATIONS: