

02-26-1999

RCE

RECORDATION FORM COVER  
TRADEMARKS ONLY



Office  
4-11

100973863

2025.99

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Creative Computers, Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership    <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-Delaware   <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: uBid, Inc.  Street Address: 2525 Busse Road  City: Elk Grove Village, State: Illinois ZIP: 60007</p> <p><input type="checkbox"/> Individual(s) citizenship: _____  <input type="checkbox"/> Association: _____  <input type="checkbox"/> General Partnership: _____  <input type="checkbox"/> Limited Partnership: _____  <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u>  <input type="checkbox"/> Other: _____</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement            <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: <u>July 1, 1998</u></p>	

4. Application number(s) or registration number(s):  
If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s) <b>75/252,494 and 75/243,839</b>	B. Registration No.(s)
---	------------------------

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Lynn M. Humphreys  Morrison &amp; Foerster LLP  425 Market Street  San Francisco, California 94105-2482</p>	<p>6. Total number of applications and trademark registrations involved: 2</p> <p>7. Total fee (37 C.F.R. § 3.41): \$65.00  <input checked="" type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket 27964-11</p> <p>8. Deposit account number: <u>03-1952</u></p>
---	--

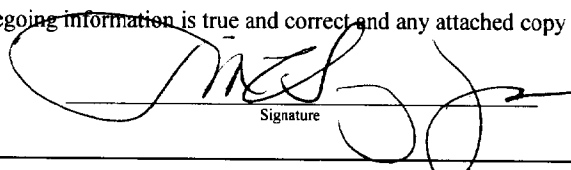
The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

**DO NOT USE THIS SPACE**

9. 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.

Name: Lynn M. Humphreys

  
Signature

February 17, 1999  
Date

Total number of pages comprising cover sheet, attachments and document: 3

02/25/1999 JSH/BAZZ 00000033 75252494

01 FC:481	40.00 DP
02 FC:482	25.00 DP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

sf-646956

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of July 1, 1998 (the "Effective Date"), by and between Creative Computers, Inc., a Delaware corporation ("Assignor"), and uBid, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor desires to assign all of its rights, title and interest in and to the Trademark (as defined below), and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

### 1. Definition of Trademark.

As used herein, "Trademark" means all trademark, service mark, logos, and trade names to "uBid" (words only and stylized letters) and "youBid" and all rights and good will associated therewith, including, without limitation, the following:

<u>Mark</u>	<u>Class</u>	<u>Serial Number</u>	<u>Publication Date</u>
UBID (words only)	International: 16, 35 U.S.: 2, 5, 22, 23, 29, 37, 38, 50, 100, 101, 102	75-263314	December 2, 1997
UBID (stylized letters)	International: 35 U.S.: 100, 101, 102	75-243838	December 9, 1997

### 2. Assignment.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, conveys, sells, grants, transfers and delivers to Assignee, its successors and assigns, all of Assignor's rights, title and interest of every kind and character throughout the world in and to the Trademark, including without limitation (i) all registration or registrations thereof, (ii) all goodwill in the business associated therewith, and (iii) all federal, state, foreign, statutory and common law rights, causes of action and remedies (including the right to sue and recover damages for past infringements) related to, in connection with or arising out of the Trademark.

### 3. Assignor's Representations and Warranties; Indemnification.

Assignor represents and warrants that (i) Assignor has full right, power and authority to assign to Assignee all rights, title and interest in and to the Trademark, without the need for any consents, approvals, releases, filings, registrations or immunities not yet obtained; (ii) Assignor is transferring to Assignee the Trademark free and clear of

any liens, security interests, claims, interests, options, encumbrances or indebtedness of any kind; and (iii) the Trademark does not infringe, misappropriate or violate any intellectual property or other rights of any third person, and Assignor has no knowledge of any basis for a claim of such infringement, misappropriation or violation. Assignor shall indemnify, defend, and hold harmless Assignee and its affiliates, and their respective officers, directors, shareholders, employees, and agents from and against any claims, damages, costs, losses, settlements and expenses (including reasonable attorneys' fees and costs) arising out of, in connection with or relating to any breach of the foregoing warranties; any nonfulfillment of the assignment contemplated by this Agreement; or any use, reproduction, manufacture, sale, or distribution of the Trademark.

4. Further Assurances. Assignor agrees to execute such additional documents, complete such other formalities, and extend such other cooperation as may be reasonably requested or required to perfect Assignee's interest in the Trademark, including without limitation any appropriate instruments required to be filed in the applicable national trademark offices or other appropriate offices.

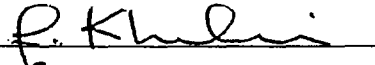
5. Entire Agreement; Waiver; Amendment. This Agreement shall constitute the entire agreement between the parties pertaining to the subject matter hereof, and shall supersede all prior and contemporaneous oral negotiations, agreements, commitments, representations, and understandings relating to the subject matter hereof. No supplement, modification, waiver, or amendment to this Agreement shall be binding on any party unless in writing and signed by the party against whom enforcement is sought.


6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Creative Computers, Inc.,  
a Delaware corporation

uBid, Inc.,  
a Delaware corporation

By:   
Name: Frank Khulusi  
Title: President & CEO

By:   
Name: GREGORY U. JONES  
Title: President - CEO