

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: 

By: 

Name: Frank Khulusi

Name: GREGORY U. JONES

Title: President & CEO

Title: President - CEO