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IN THE UNITED STATES



OFFICE

101409661

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original document or copy in connection with the assignment of the following trademark registrations or applications:

SUBMISSION TYPE: New -22 TM

CONVEYANCE TYPE: Assignment, effective date February 28, 1999

CONVEYING PARTY: Best Buy Co., Inc.
A Minnesota corporation
Date of conveyance: February 28, 1999

RECEIVING PARTY: Best Buy Concepts, Inc.
A Nevada corporation
Attn: Randall Daije
c/o Trident Trust Company (Cayman) Limited
1 Capital Place
P.O. Box 847
Grand Caymans
Cayman Islands
British West Indies
Date of conveyance: February 28, 1999

DOMESTIC REPRESENTATIVE

NAME & ADDRESS: Robins, Kaplan, Miller & Ciresi, LLP
ATTN: Rita Coyle DeMeules
2800 LaSalle Plaza
800 LaSalle Avenue
Minneapolis, MN 55402
(612) 349-8514

CORRESPONDENT

NAME & ADDRESS: Robins, Kaplan, Miller & Ciresi, LLP
ATTN: Rita Coyle DeMeules
2800 LaSalle Plaza
800 LaSalle Avenue
Minneapolis, MN 55402
(612) 349-8514

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PAGES: 2

TRADEMARK REG. NO.: 2,114,257: **JUST THE STORE YOU'VE BEEN SHOPPING FOR**
2,259,212: **BEST BUY IDEA BOX + design**
2,277,543: **BEST BUY IDEA BOX + design**
2,337,741: **FIND 'EM FIRST**
2,262,711: **NOW THAT'S A GREAT IDEA! + design**
2,268,670: **NOW THAT'S A GREAT IDEA! + design**
2,268,272: **TECHLIQUIDATORS.COM + design**

APPL'N SERIAL NO.: 75/425,937: **WE MAKE IT EASY + design**
75/425,948: **WE MAKE IT EASY + design**
75/676,817: **YOUR PC YOUR WAY + design**

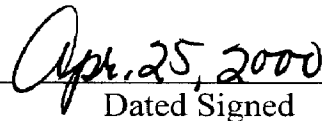
NUMBER OF PROPERTIES: 10

FEE AMOUNT: \$265 (enclosed). The Office is authorized to charge additional fees, if any, to deposit account number 18-1650.

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.

Rita Coyle DeMeules
Name of Person Signing


Signature


Dated Signed

**Addendum Number Two (2) to the
License Agreement
between
BEST BUY CONCEPTS, INC.
and
BEST BUY CO., INC.**

WHEREAS Best Buy Concepts, Inc. and Best Buy Co., Inc. have entered into a License Agreement ("Agreement") dated March 5, 1996;

WHEREAS Best Buy Concepts, Inc. and Best Buy Co., Inc. desire to modify the terms and conditions of the Agreement by way of this Addendum ("Addendum");

NOW, THEREFORE, Best Buy Concepts, Inc. and Best Buy Co., Inc. agree as follows:

1. In the event of conflict between the terms and conditions of the License Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will govern and control. The headings used in this Addendum are included for convenience only and are not to be used in construing or interpreting the Addendum. All capitalized terms used herein shall have the meaning assigned thereto in the Agreement unless expressly provided otherwise herein.

2. **Preamble.** With respect to the Preamble, the parties acknowledge that following the restructure on March 5, 1996, simultaneous or approximately at the same time as the effective date of the Licensing Agreement, Best Buy Co., Inc.'s owns and operates retail stores only in Minnesota.

3. **Section 1.03, Royalty Fee, Typographical error and Change in Payment Method.** The parties acknowledge the typographical error in Section 1.03 Royalty Fee of the Licensee Agreement. In the first line, the second reference to Licensee should be to Licensor. Further, as of February 28, 1999, the Section 1.03 is deleted in its entirety and replaced with the following:

Section 1.03 Royalty Fee. The Licensee shall Pay the Licensor for the use of the licensed property under this Agreement an amount equal to one and one half percent (1.5%) of the gross receipts of each Store. The amount owed by the Licensee shall accrue and the amount accrued and owed as of the end of the third fiscal quarter shall be paid during Licensee's fourth fiscal quarter. Licensee may deduct from such payment any amounts owed as of the end of the third fiscal quarter by the Licensor to the Licensee at the time of payment.

**Addendum Number Two (2) to the License Agreement
Between BEST BUY CONCEPTS, INC. and BEST BUY CO., INC.**

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4. **Schedule A.** Effective as of the date of first use or anticipated first use listed for each Mark below, the Schedule A of the License Agreement is amended to add the following Marks:


<u>Mark</u>	<u>Serial #/Reg</u>	<u>Anticipated First Use</u>
Just The Store You've Been Shopping For	2,114,257	03/17/96
Idea Box	75/285616	07/13/97
Idea Box	2,259,212	07/13/97
Idea Box	75/459682	07/13/97
Now That's A Great Idea	75/459827	07/13/97
Now That's A Great Idea	75/459828	07/13/97
Techliquidators.com	75/460462	10/21/97
We Make It Easy	75/425937	11/02/97
We Make It Easy	75/425948	11/02/97
Find 'Em First	75/575915	09/13/98
Your PC, Your Way	75/676817	11/09/98
Boom Room	Pending	October 14, 1998
Bringing A Little Magic To Life	Pending	November 1, 1999
Interactive PC Workshop	Pending	July 18, 1999
Professor PC	Pending	October 19, 1998

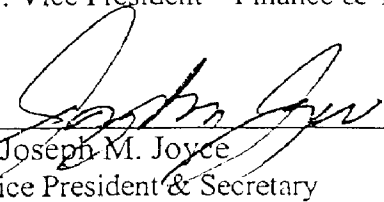
5. **Schedule B.** The Schedule B is amended to include the operations of Best Buy Online, Inc. as an authorized Territory.

6. **No Additional Modifications:** Except as provided above, the terms and conditions of the Agreement remain unchanged.

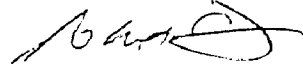
IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed as of February 28, 1999.

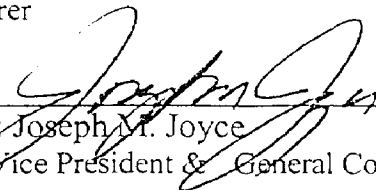
Best Buy Concepts, Inc.

BY: 
Name: Robert C. Fox
Title: Sr. Vice President - Finance & Treasurer

BY: 
Name: Joseph M. Joyce
Title: Vice President & Secretary

Best Buy Co., Inc.

BY: 
Name: Robert C. Fox
Title: Sr. Vice President Finance & Treasurer

BY: 
Name: Joseph M. Joyce
Title: Vice President & General Counsel