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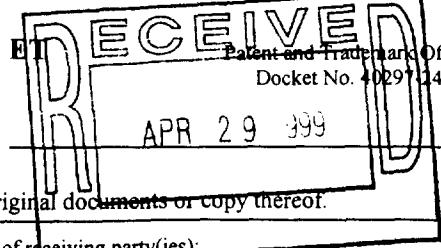
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12-30-1999



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U.S. DEPARTMENT OF COMMERCE



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

1. Name of conveying party(ies):
Creative Computers, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Delaware Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: July 1, 1998

2. Name and address of receiving party(ies):

Name: uBid, Inc.
Street Address: 2525 Busse Road
City: Elk Grove Village, State: Illinois ZIP: 60007

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: Delaware
 Other: _____

Additional name(s) & address(es) attached? Yes No

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. Registration No.(s)
75/243,893 2,234,975 ; 2,229,515

Additional numbers attached? Yes No

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

Martha P. Siegel
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105-2482

6. Total number of applications and trademark registrations involved: 3

7. Total fee (37 C.F.R. § 3.41): \$90.00

Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket 40297-24000

8. Deposit account number: 03-1952

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: Martha P. Siegel *Martha Siegel* April 27, 1999
Signature Date

Total number of pages comprising cover sheet, attachments and document: 14

05/10/1999 DNGUYEN 00000109 2234975

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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

|sf-681833||

TRADEMARK
REEL: 002131 FRAME: 0012

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: _____

Frank Khulusi

By: _____

Gregory U. Jones

Name: _____

Frank Khulusi

Name: _____

GREGORY U. JONES

Title: _____

President & CEO

Title: _____

President - CEO