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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



10-11-2000



08-15-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #61

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

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- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
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10/10/2000 DBYRNE 00000002 100187 2027366
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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Robert J. deBrauwere

8/10/2000

Name of Person Signing

Signature

Date Signed

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of June 9, 2000 between MICRO WAREHOUSE, INC. OF NEW JERSEY, a Delaware corporation ("Seller"), MICRO WAREHOUSE, INC., a Delaware corporation ("Parent"), and Nu Data L.L.C., a New Jersey limited liability company ("Buyer").

WHEREAS, Buyer desires to purchase certain assets of Seller and Parent used in or related to Seller's Nu Data custom cable business and computer peripheral equipment (the "Transferred Business"), and Seller and Parent each desire to sell their respective assets constituting the Transferred Business to Buyer on the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth in this Agreement, the parties hereto agree as follows:

A G R E E M E N T

ARTICLE ONE DEFINITIONS

SECTION 1.1. For purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

"Accounts Payable" means Seller's accounts payable attributable to the Transferred Business as of the Closing Date.

"Applicable Law" means applicable statutes, regulations, orders and restrictions of the United States of America, all states and other subdivisions thereof, all applicable foreign jurisdictions, all agencies and instrumentalities of the foregoing and all national and international self-regulatory bodies and authorities.

"Assumed Liabilities" shall have the meaning set forth in *Annex A*.

"Benefit Plan" means any employee pension benefit plan (other than a "multiemployer plan", as defined in Section 3(37) of ERISA) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 307 of ERISA, and in respect of which the Seller, Parent or any ERISA Affiliate is (or if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Bill of Sale and Assignment Agreement" means the Bill of Sale and Assignment Agreement in the form attached hereto as Annex E.

"Closing" shall have the meaning set forth in *Section 2.3*.

"Closing Date" shall have the meaning set forth in *Section 2.3*.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Consent and Estoppel Certificate" means the estoppel certificate to be received at Closing from the Seller, Parent and the landlord for the Leased Property in favor of the Buyer.

"Impairments" means mortgages, liens, security interests, claims, charges, imperfections of title, encroachments, easements, rights-of-way, squatters' rights, encumbrances, covenants, conditions or restrictions.

"Intellectual Property" means (a) patents; (b) copyrights and all works of authorship including, without limitation, all translations, adaptations, combinations, compilations and derivations of each of the foregoing; (c) trademarks, trade names, service marks, service names, trade dress, logos and corporate names, together with all common law rights and goodwill associated with each of the foregoing; (d) technology, know-how, methods, processes, systems, trade secrets, inventions (whether or not patentable, copyrightable or susceptible to any other form of legal protection and whether or not reduced to practice), proprietary data, formulae, research and development data, and confidential information; (e) computer software and all related program listings and data, systems, user and other documentation; (f) URLs, domain names and telephone numbers and related Internet addresses; (g) all applications for any and each of the foregoing and (h) rights to all claims or other courses of action, whether known or unknown, accrued or to accrue for past or present infringement or unauthorized use of any and each of the foregoing.

"Inventory" means the inventory of the Transferred Business located at the Leased Property and listed on *Schedule 3.1(f)*.

"IRS" means the Internal Revenue Service.

"knowledge" means the actual knowledge of any person, entity or a party upon reasonable investigation or inquiry to determine or verify the accuracy of the matter represented or warranted to the person's knowledge.

"Lease" means the Agreement of Lease, dated April 16, 1996, between Arthur & Karen Sommers, George & Constance Stamos and Micro Warehouse, Inc. of New Jersey covering the Leased Property.

"Leased Property" means the demised premises under the Lease located at 1950 Swarthmore Avenue, Lakewood, New Jersey.

"Members" means George T. Serbe, Donald F. Burke and Donald Bennett.

"Parent" means Micro Warehouse, Inc., a Delaware corporation and owner of the entire capital stock of Seller.

"Purchase Price" shall have the meaning set forth in *Section 2.2*.

"Retained Liabilities" shall have the meaning set forth in *Annex A*.

"Transaction" shall have the meaning set forth in *Section 2.1*.

"Transaction Documents" shall mean this Agreement, the Bill of Sale and Assignment Agreement, the Cross-Marketing and Cross-Purchasing Agreement, the Consent and Estoppel Certificate and any annexes, schedules, attachments or exhibits thereto, any certificates delivered pursuant to any of the foregoing, and a Resolution (authorizing the transaction), an Incumbency Certificate, an Opinion Letter from Seller's counsel, an Officer's Certificate, a FIRPTA Certificate and any applicable trademark, patent, trade name and other individual Intellectual Property assignments.

"Transferred Assets" shall have the meaning set forth on *Annex A*.