

02-15-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name Other

Effective Date
Month Day Year
11222000

75747437

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
11222000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other 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.)

Citizenship/State of Incorporation/Organization

02/14/2001 BBYRNE 00000158 200021 75747437

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002236 FRAME: 0197

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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.

Pamela S. Ratliff
Name of Person Signing

Pamela S. Ratliff
Signature

January 22, 2001
Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made by and between CompUSA Inc., a Delaware corporation, having its principal offices at 14951 North Dallas Parkway, Dallas, Texas 75240, U.S.A. ("Assignor") and CompUSA Management Company, a Delaware business trust, having its principal offices at 14951 North Dallas Parkway, Dallas, Texas 75240, U.S.A. ("Assignee").

WITNESSETH

Whereas, Assignor has adopted, used, is using or intends to use and is the owner of the trademarks and trademark applications listed on attached Exhibit A (the "Marks");

Whereas, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof; and

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.
2. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

Signed at Dallas, Texas, effective as of the 22 day of November, 2000.

COMPUSA INC.

By: _____


Mark R. Walker

Executive Vice President and General Counsel

EXHIBIT A

Mark	Filing Date	Serial No.
COMPUSA.COM	February 12, 1999	75/639,885
COMPUSANET.COM	July 2, 1999	75/747,436
COMPUSANET.COM (Design)	July 2, 1999	75/747,437
COZONE.COM	November 13, 1999	75/848,074