

2-15-01

02-16-2001



101614502

TRADEMARKS ONLY

FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): COMPGEEKS.COM</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: CALIFORNIA Other:</p> <p>Additional name(s) of conveying party(ies) attached? [] Yes [X] No</p> <p>3. Nature of Conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other</p> <p>Execution Date: October 29, 1999</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: COMERICA BANK-CALIFORNIA Address: 75 E. TRIMBLE ROAD City: SAN JOSE: CA Zip: 95131</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No</p>		
<p>4. Application number(s) or trademark number(s):</p> <table border="0"> <tr> <td data-bbox="162 871 812 955">A. Trademark Application No.(s) 75/663,485 75/659,718 75/659,717</td> <td data-bbox="812 871 1485 955">B. Trademark Registration No.(s) 2,382,590</td> </tr> </table> <p>Additional numbers attached? [X] Yes [] No</p>		A. Trademark Application No.(s) 75/663,485 75/659,718 75/659,717	B. Trademark Registration No.(s) 2,382,590
A. Trademark Application No.(s) 75/663,485 75/659,718 75/659,717	B. Trademark Registration No.(s) 2,382,590		
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Evelyn G. Santiago Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301</p>	<p>6 Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 3.41) \$ 115.00 [x] Enclosed [] Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>		

RECEIVED
2001 FEB 15 AM 11:45
ASSIGNMENT SERVICES
DIVISION

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.

Evelyn G. Santiago
Name of Person Signing

Evelyn G. Santiago
Signature

February 14, 2001
Date

Total number of pages comprising cover sheet: [8]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

115E

02/15/2001 JJALLAW2 00000026 76663485

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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1030642-909600

TRADEMARK
REEL: 002236 FRAME: 0386

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, the undersigned (each a "Pledgor"), now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, COMPGEEKS, INC., as Borrower, has entered into that certain Loan and Security Agreement dated as of October 29, 1999 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") with COMERICA BANK-CALIFORNIA, a California banking association, as Lender (any capitalized term used herein without definition herein shall have the meaning ascribed to it in the Loan Agreement);

WHEREAS, in connection with the Loan Agreement, Pledgor has granted to Lender a security interest in certain personal property of Pledgor including, without limitation, all right, title and interest of Pledgor in, to and under all of Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (such term being used herein as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does hereby grant to Lender, as security for the Obligations, a continuing security interest in all of Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation each Trademark referred to in Schedule A annexed hereto;
- (b) each Trademark license, including without limitation each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (c) all products and proceeds of, and income of any kind from, any of the foregoing, including without limitation any claim by Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

To the extent that in respect of any item forming part of the Trademark Collateral the above provisions do not have the effect of creating or acknowledging a first priority fixed security interest in favor

of the Lender, the security interest created or acknowledged hereby shall take effect as such type of Encumbrance as shall be required by the law applicable to the creation of a security interest in such Trademark Collateral for the purpose of conferring on the Lender a first priority fixed security interest in such Trademark Collateral (or if such a security interest is not available, such other form of security interest which may be available). For this purpose an "Encumbrance" includes a mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title of retention or otherwise) which has the effect of creating security or payment priority.

Pledgor agrees to deliver updated copies of Schedule A and Schedule B to Lender at the end of any quarter in which Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A or enters into any Trademark license not listed on Schedule B, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Pledgor and Borrower, such further instruments or documents (in form and substance satisfactory to Lender), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of Lender, to carry out the provisions and purposes of Section 4 of the Loan Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens of Lender under the Loan Agreement, this Trademark Security Agreement and the other Loan Documents, in the Trademark Collateral or any portion thereof.

Pledgor agrees that if any Person shall do or perform any acts which Lender reasonably believes constitute an infringement of any Trademark, or violate or infringe any right of Pledgor or Lender therein or if any Person shall do or perform any acts which Lender reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, Lender may and shall have the right, while an Event of Default is continuing and after demand upon Pledgor and failure of Pledgor to act, to take such steps and institute such suits or proceedings as Lender may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. After demand upon Pledgor and failure of Pledgor to act, or upon acceleration of the Obligations, Lender may take such steps or institute such suits or proceedings in its own name or in the name of Pledgor or in the names of the parties jointly. Lender hereby agrees to give Pledgor notice of any steps taken, or any suits or proceedings instituted, by Lender pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and more fully set forth in, the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all of the Obligations under the Loan Agreement shall have been indefeasibly repaid in full and all Commitments shall have terminated, Lender shall execute and deliver to Pledgor, at Borrower's or Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant to the terms hereof or of the Loan Agreement. In the event that Lender has disposed of any Trademark Collateral following an Event of Default (and acceleration of the Obligations) but prior to the time that all of the Obligations under the Loan Agreement have been indefeasibly repaid in full, Lender shall promptly provide notice to Pledgor describing such disposition.

Lender agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur an Event of Default (and acceleration of the Obligations) and Lender gives written notice to Pledgor of its intention to enforce its rights against any of the Trademark Collateral.


So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Loan Agreement and the other Loan Documents to which it is a party, Pledgor may use, license and exploit the Trademark Collateral in any lawful manner.

.[remainder of page intentionally left blank; signature page follows]


EXCEPT TO THE EXTENT THAT IT IS EXPRESSLY GOVERNED BY FEDERAL LAW, THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed as of the date first written above, by its officer thereunto duly authorized, and then duly notarized.

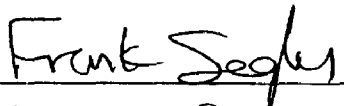
COMERICA BANK-CALIFORNIA,
a California banking association
("Lender")

By: 
Print Name: ASSISTANT VP JAMES R WADE
Title: ASSISTANT VICE PRESIDENT


COMPGEEKS, INC.,
a Delaware corporation
("Pledgor")

By: 
Print Name: William C. Bousema
Title: Vice President, Chief Financial Officer

EVERTEK COMPUTER CORPORATION,
a California corporation
("Pledgor")

By: 
Print Name: Frank Segler
Title: President

COMPGEEKS.COM
a California corporation
("Pledgor")

By: 
Print Name: Scott E. Kusel
Title: President

[NOTARIAL ACKNOWLEDGEMENT FOLLOWS]

CompGeeks, Inc., Evertek Computer Corporation, and CompGeeks.com
Trademarks
Schedule A

<u>Description</u>	<u>Applicant</u>	<u>Registration Number</u>	<u>Reg. Date</u>
Don't be a dork.. Shop at the Geeks	Computer Geeks Discount Outlet	2,382,590	9/5/00
Electronic Selfserve	Evertek Computer Corporation	2,227,203	3/2/99

Pending Trademarks

<u>Description</u>	<u>Applicant</u>	<u>Serial Number</u>	<u>File Date</u>
CompGeeks, Inc.	CompGeeks, Inc.	75-793,908	9/7/99
Design Only	Computer Geeks Discount Outlet, Inc.	75-663,485	3/19/99
CompGeeks.com	CompGeeks.com	75-659,718	3/12/99
Geekkit	CompGeeks.com	75-659,717	3/12/99
Internet Selfserve	Evertek Computer Corporation	75-646,159	10/19/99
Cyber Selfserve	Evertek Computer Corporation	75-633,374	2/4/99

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

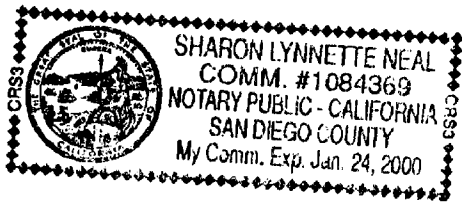
No. 5907

State of CALIFORNIA
County of SAN DIEGO

On 10-29-99 before me, SHARON LYNNETTE NEAL, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Bill Bousema, Scott Kusel, Frank Segler
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sharon Lynnette Neal
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TRADEMARK Security Agreement

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

10-29-99
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

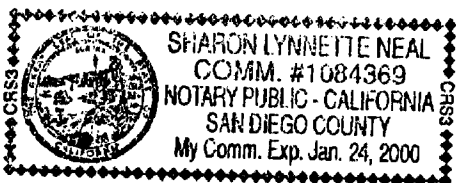
No. 5907

State of CALIFORNIA
County of SAN DIEGO

On 10-29-99 before me, SHARON LYNNETTE NEAL, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared JAMES R WADE
NAME(S) OF SIGNER(S)

personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sharon Lynnette Neal
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

January 12, 2001

Ms. Erin O'Brien
GRAY CARY WARE & FRIEDENDRICH, LLP
400 Hamilton Ave
Palo Alto CA 94301

Re: Recording of Trademark Security Agreement

Dear Ms. O'Brien:

Enclosed is a recording of Trademark Security Agreement. The Cost Center for any charge in connection with this transaction is 96555.

COMPGEEK INC

Please sign below and return a copy of this letter to my attention at the following address:

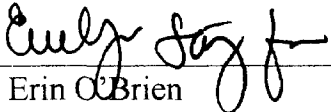
Sandra Lucero
COMERICA BANK-CALIFORNIA
75 E Trimble Road, MC 4770
San Jose CA 95131

If you have any questions please call me at (408) 556-5574.

Sincerely,

Sandra Lucero
Collateral Analyst

Date Received: 2/14/01

Acknowledged By: 
Erin O'Brien

RECEIVED
JAN 16 2001
GCWF/E.O'BRIEN

400 Hamilton Avenue
Palo Alto, CA 94301-1809
www.graycary.com

O) 650-833-2104
F) 650-328-3029

February 14, 2001

OUR FILE NO. 1030642-909600

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office
Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

Re: Grantor: Compgeeks.com
Secured Party: Comerica Bank-California

Dear Sir or Ms:

Enclosed please find the following documents:

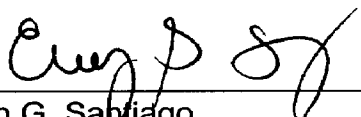
1. Recordation Form Cover Sheet for Trademarks only;
2. Trademark Security Agreement by and among Compgeeks, Inc., Compgeeks.com and Evertex Computer Corporation in favor of Comerica Bank-California; and
3. A self-addressed postage paid postcard for your use to indicate your receipt of the enclosed documents.

RECEIVED
2001 FEB 15 11:40 AM
ASSIGNMENT SERVICES
DENVER

Also included is a check to cover recordation fees. Please record these documents and return the original Notice of Recordation to me at the above-listed address after the security interest has been recorded.

Sincerely,

Gray Cary Ware & Freidenrich LLP



Evelyn G. Santiago
esantiago@graycary.com

egs:
Enclosures

cc: Ms. Sandra Lucero (w/enclosures)

Gray Cary\PA\10121220.1
1030642-909600