

04-03-2002

FACSIMILE OF FORM PTO-1594
(Rev. 03/01)
Office

R



U.S. DEPARTMENT OF COMMERCE
U.S. Patent And Trademark

102042204

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

1. Name of conveying party(ies): 3-19-02
High Plains Investments, L.L.C.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 25, 2002

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

Internal Address: _____
Address: _____

Street Address: 2855 East Cottonwood Pkwy., Suite 500

City: Salt Lake City State: Utah Zip 84121

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Utah
- Other

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 No

OFFICE OF PUBLIC RECORDS
2002 MAR 19 AM 8:49
FINANCE SECTION

4. Application Number(s) or Registration Number(s)

A. Trademark Application No. (s)

B. Trademark Registration No.(s)

2,503,246; 2,503,245
Additional number(s) attached Yes No

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

Name: Mark A. Tidwell
Internal Address _____

Street Address: Bracewell & Patterson, L.L.P.
711 Louisiana, Suite 2900
City: Houston, Texas, Zip 77002

6. Total number of applications and registration involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
- Authorized to be charged to deposit account - additional fees

8. Deposit account number: 50-259

(Attach duplicate copy of this page if paying by deposit account)

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

MARK TIDWELL

Name of Person Signing

Signature

3/10/02

Date

Total number of pages including cover sheet, attachments, and document 6

04/02/2002 6TON11 00000107 2503246

01 FC:481
02 FC:482

40.00 OP
25.00 DP

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

TRADEMARK
REEL: 002473 FRAME: 0905

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this 25th day of February, 2002, by and between High Plains Investments L.L.C. ("Assignor"), a Utah limited liability company; and Overstock.com Corporation ("Assignee"), a Utah corporation. The Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, the Assignor is the owner of certain trademarks, service marks and trade names as represented by the trademarks OVERSTOCK.COM and OVER-STOCK.COM and their associated registrations and applications, including but not limited to U.S. Reg. No. 2,503,246 and U.S. Reg. No. 2,503,245 (including all domestic and foreign rights, registrations, and applications, the "Trademarks"); and

WHEREAS, the Assignee is now interested in acquiring the Trademarks from the Assignor, as part of the business to which the Trademarks pertain, and the Assignor is interested in transferring the Trademarks to the Assignee;

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound, agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to (i) the Trademarks and their associated foreign and domestic applications, registrations and common law rights, together with the goodwill of the business associated with and symbolized by the Trademarks; and (ii) all causes of action, past, present, and future for infringement or unfair competition with respect to the Trademarks.

2. Assignor will, upon written request of Assignee, its successors and assigns, execute reasonable documents prepared at the expense of Assignee, its successors and assigns, to perfect its title to any and all rights in the Trademarks conveyed hereunder.

3. Assignor further authorizes and requests the United States Commissioner of Patents and Trademarks to issue any and all registrations resulting from the Trademarks to Assignee as owner of the entire interest in the Trademarks.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah, without reference to choice of law principles.

IN WITNESS WHEREOF, Assignor has given legal effect to this Assignment by its duly authorized representative.

HIGH PLAINS INVESTMENTS L.L.C.

By: 

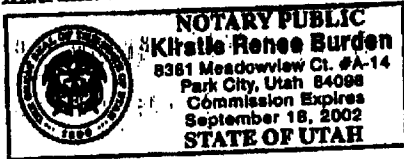
Name: John Pettway

Title: Manager

FEB 19 2002 10:52 AM FR 713 221 1212 713 221 1212 TO 18019444629

STATE OF UTAH §
COUNTY OF Summit §

Personally appeared before me this 25th day of February, 2002,
John Pettway to me known to be the person whose name is subscribed
to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said
instrument as his free and voluntary act and deed for the uses and purposes therein set forth.



Notary Public Khratie Renee Burden

My Commission expires Sept 18, 2002

(SEAL)