

06-21-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Docket No. 2796424000 Client Reference \*

102130786

Tab settings

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

1. Name of conveying party(ies):

Egghead.com, Inc.

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

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

2. Name and address of receiving party(ies)

Name: PC Mall, Inc.

Internal Address:

Street Address: 2555 W. 190th Street City, State, Zip: Torrance, CA 90504-6002

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation- Delaware, 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

3. Nature of conveyance:

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

Execution Date: March 8, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/551,072

B. Trademark Registration No.(s)

2,346,321; 2,158,521; 2,437,400; 2,333,786; 2,005,667, 2,126,681; 2,073,665 and 2,288,203

Additional number(s) attached Yes No

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

Jennifer Lee Taylor Morrison & Foerster LLP 425 Market Street San Francisco, California 94105-2482

6. Total number of applications and registrations involved: Nine (9)

7. Total fee (37 CR 3.41) \$ 240.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

03-1952

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

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.

Jennifer Lee Taylor Name of Person Signing

Signature

June 7, 2002 Date

Total number of pages including cover sheet, attachments, and document: 11

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

sf-1310456

TRADEMARK REEL: 002529 FRAME: 0399

## Bill of Sale and Assignment

This Bill of Sale and Assignment, dated as of March 8, 2002 (this "Agreement") is made by Egghead.com, Inc., which is a Delaware corporation, formerly known as Onsale, Inc., a California corporation, formerly known as Intermall, Inc., a California corporation, and which also is successor in interest to Surplus Software, Inc., by and through its Chief Executive Officer and its duly-appointed trustee, Charles E. Sims, in *In re Egghead.com, Inc.*, United States Bankruptcy Court, Northern District of California (the "Court"), Case No. 01-32125 SFC 11 ("Seller").

In consideration of the payment by PC Mall, Inc. ("Buyer"), of \$162,000.00 to Seller and of other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Seller:

Transfer of Assets. Seller hereby unconditionally and irrevocably sells, transfers, conveys, grants, assigns and delivers to Buyer, free and clear of any and all liens, claims, security interests, options, charges, restrictions and other encumbrances the following assets:

(a) All of the Seller's right, title and interest in and to the Onsale Trademarks, which are defined in Exhibit 1 hereto, which is fully incorporated herein by this reference.

(b) All of the Seller's right, title and interest in and to the Onsale Domain Names, which are defined in Exhibit 1 hereto.

(c) (i) All of the Seller's right, title and interest in and to the Onsale Auction Software, which is defined in Exhibit 1 hereto, and any related technical documentation, and all right, title and interest in all worldwide rights in any copyrights, copyright registrations, applications for copyright registrations or certificates of registration, any other rights associated with works of authorship, and all worldwide rights to any trade secrets incorporated in the Onsale Auction Software and related technical documentation.

(ii) All of the Seller's existing copies or other physical embodiments of the Onsale Auction Software (in any format, including but not limited to object code or source code format), whether or not complete, and all related technical documentation (including but not

limited to specifications, design documents, and user manuals), in the possession of the Seller, including but not limited to the copy or copies of the software on the Seller's server, as identified by Seller's counsel in open court on November 26, 2001 at page 57 of the transcript, along with that server, which is included in the sale. The assets described in this subparagraph shall hereinafter be referred to as the "Copies of the Onsale Auction Software."

Further Cooperation; Power of Attorney. Seller and his successors and assigns, without further consideration or cost to Buyer at any time and from time to time after the date hereof upon the reasonable request of Buyer, will execute and deliver to Buyer such further instruments of sale, conveyance, assignment and transfer and take such other actions that Buyer may reasonably request in order to effect and consummate the conveyances contemplated by this Bill of Sale and Assignment, in the usual fashion, and Seller hereby irrevocably appoints Buyer and any of its officers as Seller's attorney in fact to undertake such acts in Seller's name.

Rights of Parties and Third Parties. This Bill of Sale and Assignment shall inure to the benefit of and be binding on Buyer and Seller and their respective successors and assigns. Nothing expressed or implied herein is intended to confer upon any person or entity, other than Buyer and Seller and their respective successors and assigns, any rights remedies, obligations or liabilities under or by reason of this Bill of Sale and Assignment.

Governing Law. The parties agree that, pursuant to the Final Judgment entered in *In re EGGHEAD.COM, INC.*, Case No. 01-32125 SFC 11; Adv. No. 01 3253 TC, on March 6, 2002, they shall submit any dispute arising out of or relating to this Bill of Sale and Assignment to the Bankruptcy Court for the Northern District of California for resolution, and the parties hereby agree to submit to that Court's jurisdiction. If, and only if, that Court should decline to accept jurisdiction over any such dispute, then the parties may submit such dispute to any court of competent jurisdiction, and this Bill of Sale and Assignment all matters arising out of or relating to this agreement shall be governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties..

Couterparts. This Bill of Sale and Assignment may be executed in counterparts, each of which shall be deemed an original, but which collectively shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale and Assignment to be executed by their duly authorized representatives:

SELLER

BUYER

By: 

By: \_\_\_\_\_

Name: Jeffrey Sheahan

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

and

By: \_\_\_\_\_

Name: Charles E. Sims

Title: Trustee

Couterparts. This Bill of Sale and Assignment may be executed in counterparts, each of which shall be deemed an original, but which collectively shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale and Assignment to be executed by their duly authorized representatives:

SELLER

BUYER

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jeffrey Sheahan

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

and

By:  \_\_\_\_\_

Name: Charles E. Sims

Title: Trustee

Couterparts. This Bill of Sale and Assignment may be executed in counterparts, each of which shall be deemed an original, but which collectively shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale and Assignment to be executed by their duly authorized representatives:

SELLER

BUYER

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Jeffrey Sheahan

Name: T. R. SANDERS

Title: Chief Executive Officer

Title: CFO

and

By: \_\_\_\_\_

Name: Charles E. Sims

Title: Trustee

## EXHIBIT 1 TO BILL OF SALE AND ASSIGNMENT

As used in the Bill of Sale and Assignment, the following capitalized terms shall have the meanings set forth below:

(1) “*Onsale Trademarks*” shall mean all trademarks known to exist in the name of Onsale and Onsale.com including United States and international trademarks and service marks, including any marks directly related to Onsale taglines and logos owned by Egghead, Inc. and also including common law trademarks, registered trademarks and pending applications for registration, and registrations or applications for which registration efforts have been abandoned, but in which the Debtor may still have rights, all associated goodwill, and including but not limited to the following:

### COMMON LAW TRADEMARKS – United States

ATAUCTION  
AUCTIONATONSALE  
AUCTION SUPERSITE  
BIDWATCH  
DUTCH AUCTION  
GIGAAUCTION  
HYPER AUCTION (European rights transferred)  
HYPERAUCTION (European rights transferred)  
MEGAAUCTION  
MYONSALE  
ONSALE  
ONSALE & Design  
ONSALE & Design (In Katakana)  
ONSALE (In Katakana)  
ONSALEAUCTION  
ONSALEATAUCTION  
ONSALEATCOST  
ONSALEATHOME  
ONSALEATPLAY  
ONSALEATWORK  
ONSALECRUISES  
ONSALEELECTRONICS  
ONSALEEXCHANGE  
ONSALEGOLF  
ONSALEVACATIONS  
ONSALE EXCHANGE

ONSALE EXCHANGE (Japanese Characters)  
 SUPERAUCTION  
 SURPLUS AUCTION  
 SURPLUSAUCTION.COM  
 YANKEE AUCTION  
 YANKEE AUCTION (In Katakana)

REGISTERED, PENDING AND ABANDONED TRADEMARK  
 REGISTRATIONS/APPLICATIONS

| <u>JURISDICTION</u> | <u>MARK</u>                               | <u>APPL./REG. NO.</u> |
|---------------------|---|-----------------------|
| Australia           | ONSALE (Abandoned)                        |                       |
| Australia           | YANKEE AUCTION (Abandoned)                |                       |
|                     |   |                       |
| Canada              | ONSALE (Abandoned)                        | Appl. No. 0868706     |
| Canada              | YANKEE AUCTION                            | Reg. TMA539618        |
|                     |   |                       |
| European Union      | BIDWATCH (Abandoned)                      | Appl. 0695106         |
| European Union      | GIGAAUCTION                               | Reg. No. 0846477      |
| European Union      | MEGAAUCTION                               | Reg. 0846501          |
| European Union      | ONSALE (Abandoned)                        | Appl. 0666081         |
| European Union      | ONSALE & Design                           | Reg. 1085331          |
| European Union      | ONSALE EXCHANGE                           | Reg. 0767897          |
| European Union      | SUPERAUCTION                              | Reg. 0846493          |
| European Union      | YANKEE AUCTION                            | Reg. 0666016          |
|                     |   |                       |
| Japan               | ONSALE (Pending/Reg. Fee due<br>8/26/01)  | Appl. H10-026174      |
| Japan               | ONSALE & Design                           | Reg. 4337252          |
| Japan               | ONSALE & Design (Katakana)<br>(Abandoned) | Appl. H10-094421      |
| Japan               | ONSALE (Katakana) (Abandoned)             | Appl. H10-089482      |
| Japan               | ONSALE EXCHANGE                           | Reg. 4313515          |
| Japan               | ONSALE EXCHANGE (Katakana)                | Reg. 4362090          |
| Japan               | YANKEE AUCTION                            | Reg. 4437253          |
| Japan               | YANKEE AUCTION (Katakana)<br>(Abandoned)  | Appl. H10-089483      |



|               |   |                  |
|---------------|---|------------------|
|               | NOTE: Japan trademarks and copyrights have been licensed to Onsale Japan, pursuant to a former joint venture between Onsale/Egghead and Softbank. |                  |
|               |   |                  |
| Switzerland   | ONSALE (Abandoned)  | Appl. 321199     |
| Switzerland   | ONSALE & Design   | Reg. 476099      |
| Switzerland   | YANKEE AUCTION<br>(Pending/Response due 10/10/01)   | Appl. 321299     |
|               |   |                  |
| United States | AUCTION SUPERSITE   | Reg. 2,346,321   |
| United States | BIDWATCH  | Reg. 2,158,521   |
| United States | DUTCH AUCTION (Abandoned)   | Appl. 75/104,838 |
| United States | GIGAAUCTION (Abandoned)   | Appl. 75/487,792 |
| United States | HYPER AUCTION   | Reg. 2,437,400   |
| United States | MEGA AUCTION  | Reg. 2,333,786   |
| United States | ONSALE  | Reg. 2,005,667   |
| United States | ONSALE & Design   | Reg. 2,126,681   |
| United States | ONSALE EXCHANGE   | Reg. 2,288,203   |
| United States | SUPERAUCTION (Abandoned)  | Appl. 75/487,793 |
| United States | SURPLUS AUCTION (Abandoned)   | Appl. 75/290,894 |
| United States | SURPLUSAUCTION.COM<br>(Pending)   | Appl. 75/551,072 |
| United States | YANKEE AUCTION  | Appl. 75/104,839 |

(2) “*Onsale Domain Names*” shall mean the domain names and URL’s related to Onsale.com, including but not limited to the following:

Auctionatonsale.com  
Auctionatonsale.co.uk  
Atauction.co.uk  
Myonsale.com  
Onsale.com  
Onsale.org (Expired)  
Onsale.co.uk (Suspended)  
Onsale.com.mx (Available)  
Onsaleatcost.com

Onsaleatcost.co.uk  
Onsaleatauction.com  
Onsaleatauction.co.uk  
Onsaleexchange.com  
Onsaleathome.com  
Onsaleatplay.com  
Onsaleatwork.com  
Onsaleauction.co.uk  
Onsaleelectronics.com  
Onsaleelectronics.org (Available)  
Onsalevacations.com  
Onsalegolf.net  
Onsalegolf.org  
Onsalecruises.org (Available)  
Onsalecruises.net (Available)

(3) “*Onsale Auction Software*” shall mean all freely transferable and proprietary Onsale auction software, including ARC, Customer Service and RMA software, Oasis, Auction Manager, Elvis, BidWatch, Bidmaker, G3, Genpage, Onsale Exchange, email programs, and other propriety software or algorithms, which had been used to conduct and process Onsale auctions during the approximate period of the last 6 months prior to the transfer of the Egghead.com auction business to FairMarket, as can be reasonably ascertained, and which can be reasonably still obtained.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

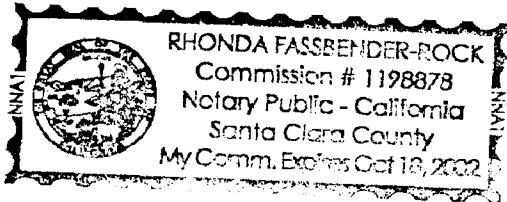
State of California

County of Santa Clara } ss.

On March 14, 2002, before me, Rhonda Fassbender-Rock, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jeffrey Ford Sheahan,  
Name(s) of Signer(s)

- personally known to me
- 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.  
[Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

