

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

PC Mall, Inc.

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

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

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

Name: PC Mall Sales, Inc.

Internal Address:

Street Address:

2555 W. 190th Street

City: Torrance

State: CA

Zip: 90504

- Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation - State: California
 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

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

1,739,578

Additional numbers attached? Yes No

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

Name: Jennifer Lee Taylor
MORRISON & FOERSTER LLP

Internal Address: Atty. Dkt.: 279642406601

Street Address: 425 Market Street

City: San Francisco State: CA Zip: 94105

6. Total Number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to Deposit Account
 Authorized to be charged to credit card
 (Form 2038 enclosed)

8. Deposit account number: 03-1952

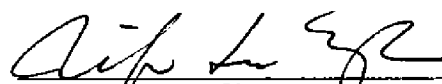
(Attach duplicate copy of this page if paying by deposit account)

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.

Jennifer Lee Taylor



June 11, 2003

Name of Person Signing

Signature

Date

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

CH \$40.00 031952 1739578

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of June 11, 2003 (the "Effective Date") by and between PC Mall, Inc. ("Assignor"), a Delaware corporation with its principal place of business at 2555 W. 190th Street, Torrance, CA 90504, and PC Mall Sales, Inc. ("Assignee"), a California corporation with its principal place of business at 2555 W. 190th Street, Torrance, CA 90504 (referred to collectively as the "Parties" and individually as a "Party").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademark CLUBMAC, United States Registration No. 1,739,578, for goods in International Class 9 identified as "computer peripherals; namely, computer hard drives, and computer software for use in word processing, data base management, records management, inventory control, and accounting" (the "Mark"), and to the goodwill and reputation of the business connected with and symbolized by this trademark;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Mark to Assignee, and Assignee wishes to accept such assignment;

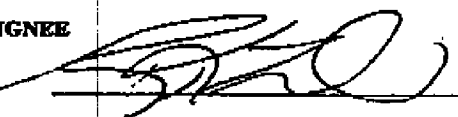
NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

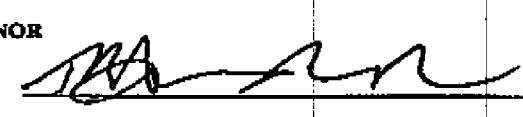
1. **Assignment.** Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Mark, together with all goodwill associated therewith, effective upon Assignor's receipt of all payments due hereunder. Assignor shall execute such written instruments and extend such other cooperation as may be reasonably necessary to convey the Mark to Assignee.

2. **Payment.** As full payment for the assignment of the Mark, Assignee shall pay to Assignor the sum of one United States dollars (US\$1.00) on the Effective Date.

3. **Miscellaneous.** This Agreement is made under and shall be construed in accordance with the 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. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNEE
By: 
Name: Rory Zaks
Title: President, PC Mall Sales, Inc.

ASSIGNOR
By: 
Name: Ted Sanders
Title: CFO, PC Mall, Inc.