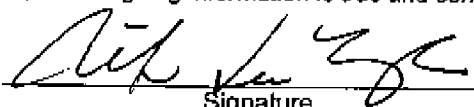


Form <b>PTO-1594</b> (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> Pacific Business Systems, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - California <input type="checkbox"/> Other:  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies):</b> Name: <u>PC Mall, Inc.</u> Internal Address: Street Address: <u>2555 W. 190th Street</u>  City: <u>Torrance</u> State: <u>CA</u> Zip: <u>90504</u> <input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u> <input type="checkbox"/> Other: _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>3. Nature of Conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:  Execution Date: <u>April 1, 2002</u>					
<b>4. Application Number(s) or Registration Number(s):</b> A. Trademark Application No.(s):  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s): <u>2,509,087;</u> <u>1,904,278</u> <u>2,061,557</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Jennifer Lee Taylor</u> <u>MORRISON &amp; FOERSTER LLP</u> Internal Address: <u>Atty. Dkt.: 2796424066/24065/24064;</u> Street Address: <u>425 Market Street</u>  City: <u>San Francisco</u> State: <u>CA</u> Zip: <u>94105</u>			<b>6. Total Number of applications and registrations involved:</b> <u>3</u> <b>7. Total fee (37 CFR 3.41)</b> \$ <u>90.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)		
			<b>8. Deposit account number:</b> <u>03-1952</u> (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Statement and signature:</b> <i>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.</i>					
<u>Jennifer Lee Taylor</u> Name of Person Signing		 Signature		<u>June 11, 2003</u> Date	
Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">10</span>					

**ASSET PURCHASE AGREEMENT**

**BY AND AMONG**

**PC MALL, INC.,**

**PACIFIC BUSINESS SYSTEMS, INC.**

**AND**

**MICHAEL G. McNEILL**

**Dated as of April 1, 2002**

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## **EXHIBITS AND SCHEDULES**

### Exhibits

Exhibit A	Certain Definitions
Exhibit B	Bill of Sale and Assignment and Assumption Agreement
Exhibit C	Lease
Exhibit D	Employment Agreement - Michael G. McNeill
Exhibit E	Employment Agreement - Candy Lee
Exhibit F	Mutual Agreement to Arbitrate
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Schedule 4.21	Benefit Plans
Schedule 4.22	Compliance With Laws
Schedule 4.23	Governmental Approvals
Schedule 4.26	Taxes

### Purchaser Disclosure Schedule

Schedule 5.3	Required Consents
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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this "Agreement") is made and entered into this 1st day of April, 2002 (the "Effective Date"), by and among PC Mall, Inc., a Delaware corporation ("Purchaser"), Pacific Business Systems, Inc., a California corporation, d/b/a ClubMac ("Seller") and Michael G. McNeill, the sole shareholder of Seller (the "Shareholder"). Certain capitalized terms used in this Agreement are defined on Exhibit A attached hereto.

### RECITALS

**WHEREAS**, Seller is engaged in the business of selling computer hardware, software, accessories and peripheral products to end-users ("End-Users"), including individual consumers, businesses, governmental entities and public and private institutions (the "ClubMac Business");

**WHEREAS**, ShipItForYou is a software-based technology company which provides an online storefront, as well as complete back-end fulfillment for the products bought at the storefront, which is accomplished by links to its website and order fulfillment software including, billing, collecting, return and customer service and support services for manufacturers or distributors (the "ShipItForYouBusiness," and collectively with the ClubMac Business, the "Business"); and

**WHEREAS**, Seller desires to sell to Purchaser certain assets relating to or used in connection with the Business and to assign to Purchaser certain liabilities relating to the Business, and Purchaser desires to purchase from Seller certain of the assets relating to or used in connection with the Business and to assume from Seller certain liabilities relating to the Business in each case upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

#### ARTICLE 1. THE TRANSACTION

**1.1 Purchased Assets.** Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Seller all of Seller's right, title and interest in, to and under the assets listed on Schedule 1.1 (collectively, the "Purchased Assets").

**1.2 Excluded Assets.** The assets of Seller listed on Schedule 1.2 (the "Excluded Assets") shall not be included in the Purchased Assets; provided, however, that any assets of the Business not listed on Schedules 1.1 or 1.2, including assets of every nature, kind and description, wherever located, whether or not carried on the books of Seller, that are used in connection with the Business, shall be deemed to be Purchased Assets.

**1.3 Assumed Liabilities.** Subject to the terms and conditions of this Agreement, at the Closing, Seller shall assign, and Purchaser shall assume, only the obligations and liabilities of Seller specifically listed on Schedule 1.3 (the "Assumed Liabilities"). It is the intent of the parties that the Seller will assume liabilities equal to the current assets included within the Purchased Assets. Thereafter, Purchaser shall pay and discharge all such Assumed Liabilities as and when such Assumed Liabilities become due and owing.

**1.4 Excluded Liabilities.** Except for the Assumed Liabilities, Purchaser shall not assume, and shall not be liable or responsible for, any Liability of Seller or any Affiliate of Seller (collectively, the "Excluded Liabilities").

### **1.5 Value of Purchased Assets and Assumed Liabilities**

(a) Value of Purchased Assets and Assumed Liabilities. The Purchased Assets, Assumed Liabilities, and each of their respective values as of the Closing Date shall be mutually agreed to by the parties and set forth on Schedule 1.5.

(b) Reserves. Notwithstanding anything contained herein to the contrary, Purchaser and Seller shall mutually agree to a reserve amount for accounts receivable (the "Receivable Reserve") which Seller shall transfer to Purchaser on or before the Closing. The parties expressly agree that the Receivable Reserve shall not be included as Purchased Assets for purposes of calculating the Assumed Liabilities. Purchaser shall use the Receivable Reserve to offset any accounts receivable included in the Purchased Assets that are not collected within one hundred twenty (120) days of their booking. On or prior to September 1, 2002, Purchaser shall prepare and deliver to Seller a final calculation of the Net Receivable Reserve (the "Net Receivable Reserve Statement"). For purposes of this Section 1.5 "Net Receivable Reserve" shall mean the Receivable Reserve less any amounts offset by Purchaser pursuant to Section 1.5(b)(i). In the event there is a negative Net Receivable Reserve, Seller shall reimburse Purchaser for the amount of such negative Net Receivable Reserve within thirty (30) days of a final determination of such amount. In the event there is a positive Net Receivable Reserve, Purchaser shall reimburse Seller the amount of such positive Net Receivable Reserve within thirty (30) days of a final determination of such amount.

### **1.6 Non-Competition.**

(a) For and in consideration of the Transaction contemplated herein, during the period commencing with the Closing Date and ending on the third anniversary of the termination of the Shareholder's employment with the Company (the "Non-competition Period"), Seller and the Shareholder hereby agree not to engage in any "Competitive Activity" in the "Restricted Territory."

(b) "Competitive Activity" shall mean directly or indirectly (or having any interest in, or performing any services for, any Person directly or indirectly) (i) engaging in any activity that is substantially the same as, or competitive with, the Business; (ii) engaging in the development or distribution of any product that is substantially the same as, or competitive with, any Seller Product being developed or distributed by Purchaser during the Non-Competition Period; (iii) employing, soliciting for employment, or recommending for employment any Person



**11.18 Attorneys Fees.** In the event it becomes necessary to commence any Proceeding to enforce the provisions of this Agreement, the court or arbitrator before whom the same shall be tried may award the prevailing party all costs and expenses thereof, including but not limited to, reasonable attorneys' fees and the usual and customary recoverable costs and expense in connection therewith.

IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be executed on its behalf by their respective officers thereunto duly authorized all as of the date first written above.

"Purchaser"

PC MALL, INC.

By:   
Name: Ted Sanders  
Title: Chief Financial Officer

"Seller"

PACIFIC BUSINESS SYSTEMS, INC.,  
d/b/a Club Mac

By:   
Name: Michael G. McNeill  
Title: Chairman of the Board

"Shareholder"

  
Michael G. McNeill

**Schedule 1.1 – Purchased Assets.**

- 1. Value of inventory (net of agreed reserve in the amount of \$299,869) in the total amount of \$2,253,524 per list attached, consisting of inventory value dated March 30, 2002 and \$92,199 of manufactured/assembled product.
- 2. Office Equipment per list attached.
- 3. Accounts Receivable in the amount of \$1,076,093 consisting of Schedule 4.11 (open account A/R) of \$958,789, Schedule 4.11 (aged A/R) of \$39,147, unapplied debt balance to A/R and unapplied cash of \$63,718 and list of receivables included in other liabilities of \$14,437.
- 4. Credit Card Receivables in the amount of \$329,085.
- 5. Warehouse Equipment per list attached.
- 6. Autos and Trucks per list attached.
- 7. The following trademarks, service marks and domain names:
  - (a) Trademark: CLUBMAC  
Reg. No. 1,739,578  
Registered Date: December 15, 1992
  - (b) Trademark/Service Mark: CLUBMAC  
Reg. No. 1,904,278  
Registered Date: July 11, 1995
  - (c) Service Mark: CLUBPDA  
Reg. No. 2,061,557  
Registered Date: May 13, 1997
  - (d) Service Mark: SHIPITFORYOU.COM  
Reg. No. 2,509,087  
Registered Date: November 20, 2001

Domain Names:  
 MACCLUB.COM  
 CLUB-MAC.COM  
 CLUBMAC.COM  
 CLUBPDA.COM  
 PACBUS.COM  
 CLUBMAC.NET  
 SHIPITFORYOU.COM  
 SHIPITFORYOU.NET  
 SHIPIT4U.COM  
 SHIPIT4U.NET

- 8. The following ShipItForYou.com contracts (collectively, the "ShipItForYou.com

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