

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.


<p>1. Name of conveying party(ies): PC Mall, Inc.</p> <p><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 - Delaware  <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached?      <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: eCost.com, Inc.          Internal Address:          Street Address: 2555 W. 190th Street</p> <p>City: Torrance          State: CA                                  Zip: 90504</p> <p><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: Delaware  <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment)      <input type="checkbox"/> Yes  <input type="checkbox"/> No</p> <p>Additional name(s) &amp; address(es) attached?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: June 10, 2003</p>	

<p>4. Application Number(s) or Registration Number(s):</p> <p>A. Trademark Application No.(s): 75/647,186</p> <p style="text-align: right;">Additional numbers attached?      <input type="checkbox"/> Yes</p>	<p>B. Trademark Registration No.(s): 2,588,881</p> <p style="text-align: right;">Additional numbers attached?      <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Jennifer Lee Taylor MORRISON &amp; FOERSTER LLP</p> <p>Internal Address: Atty. Dkt.: 279642401900/2402000          Street Address: 425 Market Street</p> <p>City: San Francisco    State: CA    Zip: 94105</p>	<p>6. Total Number of applications and registrations involved: <u>2</u></p> <p>7. Total fee (37 CFR 3.41)      \$ <u>65.00</u></p> <p><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)</p> <p>8. Deposit account number: <u>03-1952</u>          (Attach duplicate copy of this page if paying by deposit account)</p>
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**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.*

<p>Jennifer Lee Taylor</p> <p>Name of Person Signing</p>	 <p>Signature</p>	<p>June 11, 2003</p> <p>Date</p>
<p>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">2</span></p>		

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Agreement") is made as of June 10, 2003 (the "Effective Date") by and between PC Mall, Inc. ("Assignor"), a Delaware corporation with its principal place of business at 2555 W. 190<sup>th</sup> Street, Torrance, CA 90504, and eCOST.com, Inc., ("Assignee"), a Delaware corporation with its principal place of business at 2555 W. 190<sup>th</sup> 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 trademarks ECOST.COM, United States Registration No. 2,588,881, and ECOST, United States Application Serial No. 75/647,186, both for services in International Class 35 identified as "online retail ordering services featuring electronics, computers, computer peripherals, computer software, electronic games, electronic game software, electronic game systems, audio equipment, home appliances, cameras, home electronics, televisions, VCRs, DVD players, receivers and video recorders" (the "Marks"), and to the goodwill and reputation of the business connected with and symbolized by these trademarks:

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Marks 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 Marks, 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 Marks to Assignee.

2. **Payment.** As full payment for the assignment of the Marks, 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: Gary Guy  
Title: President, eCOST.com

ASSIGNOR

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