

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PC Mall Sales, Inc.		08/04/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	PC Mall, Inc.
Street Address:	2555 W. 190th Street
City:	Torrance
State/Country:	CALIFORNIA
Postal Code:	90504-6002
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number
Registration Number:	2148387
Registration Number:	2319628
Registration Number:	1976032
Registration Number:	2021649
Serial Number:	75620345
Registration Number:	2007047
Registration Number:	2336369
Registration Number:	2660968
Registration Number:	2006944
Registration Number:	2175765
Registration Number:	2247889
Registration Number:	2063494

CORRESPONDENCE DATA	
Fax Number:	(415)268-7522
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

CH \$315.00 2148387

Phone: 415 268 6538  
Email: MWadsworth@mofo.com  
Correspondent Name: Jennifer Lee Taylor/Marjorie Wadsworth  
Address Line 1: 425 Market Street  
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	27964-2400000
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NAME OF SUBMITTER:	Ted M. Starcevich
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Total Attachments: 3 source=PCAssignAugbig#page1.tif source=PCAssignAugbig#page2.tif source=PCAssignAugbig#page3.tif
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Agreement") is made as of August 4, 2003 (the "Effective Date") by and between PC Mall Sales, Inc. ("Assignor"), a California corporation, and PC Mall, Inc. ("Assignee"), a Delaware corporation (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 trademarks and/or service marks, and applications and/or registrations for such marks, as listed in Exhibit A attached hereto and incorporated herein by this reference ("Marks"), and to the goodwill and reputation of the business connected with and symbolized by the Marks;

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

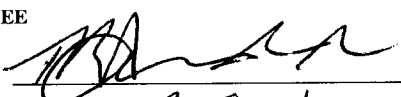
NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:


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 and the Registration 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: TR SAWDEKS  
Title: CEO

ASSIGNOR  
By:   
Name: RORY L. ZAKS  
Title: PRESIDENT

## EXHIBIT A

### ASSIGNED MARKS

1. **ARRIVA**, United States Trademark Registration No. 2,148,387
2. **ARRIVA**, United States Trademark Registration No. 2,319,628
3. **CREATIVE COMPUTERS MACMALL and DESIGN**, Australian Trademark Registration No. 655676
4. **CREATIVE COMPUTERS PCMALL and DESIGN**, Australian Trademark Registration No. 655675
5. **CREATIVE COMPUTERS PCMALL**, United Kingdom Trademark Registration No. 2012061
6. **CREATIVE COMPUTERS w/ DIAMOND LOGO**, Mexican Trademark Registration No. 522198
7. **CREATIVE COMPUTERS w/ DIAMOND LOGO**, Mexican Trademark Registration No. 524743
8. **CREATIVE COMPUTERS w/ DIAMOND LOGO**, Mexican Trademark Registration No. 523425
9. **CREATIVE COMPUTERS w/ DIAMOND LOGO**, Mexican Trademark Registration No. 522428
10. **CREATIVE COMPUTERS w/ DIAMOND LOGO**, South African Trademark Registration No. 199514288
11. **CREATIVE COMPUTERS w/ DIAMOND LOGO**, South African Trademark Registration No. 199514286
12. **CREATIVE COMPUTERS w/ DIAMOND LOGO**, South African Trademark Registration No. 199514287
13. **CREATIVE COMPUTERS w/ DIAMOND LOGO**, South African Trademark Registration No. 199514289
14. **CREATIVE COMPUTERS w/ DIAMOND LOGO**, South African Trademark Registration No. 199514290
15. **CREATIVE COMPUTERS**, United States Trademark Registration No. 1,976,032
16. **MACMALL**, Norwegian Trademark Application No. 956489
17. **MACMALL (In Katakana)**, Japanese Trademark Registration No. 3370889
18. **MACMALL (In Katakana)**, Japanese Trademark Registration No. 3338183
19. **MACMALL**, Swedish Trademark Registration No. 341647
20. **MACMALL**, Australian Trademark Registration No. 655674
21. **MACMALL**, Benelux Trademark Registration No. 572158
22. **MACMALL**, Canadian Trademark Registration No. 514321
23. **MACMALL**, Danish Trademark Registration No. VR 1999 00315
24. **MACMALL**, Finnish Trademark Registration No. 211145
25. **MACMALL**, French Trademark Registration No. 95559684
26. **MACMALL**, German Trademark Registration No. 39512085
27. **MACMALL**, Italian Trademark Registration No. 735886
28. **MACMALL**, Mexican Trademark Registration No. 504074
29. **MACMALL**, Mexican Trademark Registration No. 586173
30. **MACMALL**, South African Trademark Registration No. 199514846
31. **MACMALL**, South African Trademark Registration No. 199514843
32. **MACMALL**, South African Trademark Registration No. 199514844
33. **MACMALL**, South African Trademark Registration No. 199514845
34. **MACMALL**, South African Trademark Registration No. 199514846
35. **MACMALL**, Spanish Trademark Registration No. 1953314
36. **MACMALL**, Spanish Trademark Registration No. 1953315
37. **MACMALL**, United Kingdom Trademark Registration No. 2012069
38. **MACMALL**, United States Trademark Registration No. 2,021,649
39. **MALL**, United States Trademark Application No. 75/620,345
40. **PC MALL**, United States Trademark Registration No. 2,007,047
41. **PC MALL**, United States Trademark Registration No. 2,336,369
42. **PC MALL**, United States Trademark Registration No. 2,660,968
43. **PCMALL**, Mexican Trademark Registration No. 504072
44. **PCMALL (In Katakana)**, Japanese Trademark Registration No. 3335486
45. **PCMALL (In Katakana)**, Japanese Trademark Registration No. 3338184
46. **PCMALL**, Italian Trademark Registration No. 735887
47. **PCMALL**, Mexican Trademark Registration No. 504073
48. **PCMALL**, Australian Trademark Registration No. 655677
49. **PCMALL**, Benelux Trademark Registration No. 572157
50. **PCMALL**, Canadian Trademark Registration No. 524358
51. **PCMALL**, Danish Trademark Registration No. VR 1997 00345

52. **PCMALL**, Finnish Trademark Registration No. 210104
53. **PCMALL**, French Trademark Registration No. 95559685
54. **PCMALL**, German Trademark Registration No. 39512086
55. **PCMALL**, Norwegian Trademark Registration No. 184044
56. **PCMALL**, South African Trademark Registration No. 199514841
57. **PCMALL**, South African Trademark Registration No. 199514840
58. **PCMALL**, South African Trademark Registration No. 199514837
59. **PCMALL**, South African Trademark Registration No. 199514838
60. **PCMALL**, South African Trademark Registration No. 199514839
61. **PCMALL**, Spanish Trademark Registration No. 1953312
62. **PCMALL**, Spanish Trademark Registration No. 1953313
63. **PCMALL**, United Kingdom Trademark Registration No. 2060717
64. **PCMALL**, United States Trademark Registration No. 2,006,944
65. **PCMALL**, United States Trademark Registration No. 2,175,765
66. **PCMALL**, United States Trademark Registration No. 2,247,889
67. **THE MALL WITH IT ALL**, United States Trademark Registration No. 2,063,494