

**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, Inc.		08/04/2003	CORPORATION: DELAWARE

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

PROPERTY NUMBERS Total: 8	
Property Type	Number
Registration Number:	2346321
Registration Number:	2158521
Registration Number:	2437400
Registration Number:	2333786
Registration Number:	2005667
Registration Number:	2126681
Registration Number:	2288203
Registration Number:	2073665

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

CH \$215.00 2346321

ATTORNEY DOCKET NUMBER:

27964-2400000

NAME OF SUBMITTER:

Ted M. Starceвич

Total Attachments: 2

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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, Inc. ("Assignor"), a Delaware corporation, and Onsale, 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;

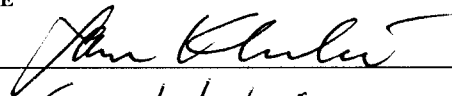
NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

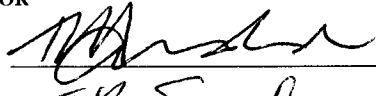
1. **Assignment.** Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Marks together with all goodwill associated therewith, effective upon Assignor's receipt of all payments due hereunder. Assignor shall execute such written instruments 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: Sam Kukulski  
Title: President

ASSIGNOR  
By:   
Name: TR Sander  
Title: CEO

## EXHIBIT A

### ASSIGNED MARKS

1. **YANKEE AUCTION**, Canadian Trademark Reg. No. 539618
2. **GIGAAUCTION**, European Trademark Registration No. 846477
3. **MEGAAUCTION**, European Trademark Registration No. 846501
4. **ONSALE & Design**, European Trademark Registration No.1085331
5. **ONSALE EXCHANGE**, European Trademark Registration No. 767897
6. **SUPERAUCTION**, European Trademark Registration No. 846493
7. **YANKEE AUCTION**, European Trademark Registration No.666016
8. **ONSALE & Design**, Japanese Trademark Registration No. 4437252
9. **ONSALE EXCHANGE**, Japanese Trademark Registration No. 4313515
10. **YANKEE AUCTION**, Japanese Trademark Registration No. 4437256
11. **ONSALE EXCHANGE (In Katakana)**, Japanese Trademark Registration No. 4362090
12. **ONSALE & Design**, Swiss Trademark Registration No. 476099
13. **YANKEE AUCTION**, Swiss Trademark Registration No.494332
14. **AUCTION SUPERSITE**, United States Trademark Registration No. 2,346,321
15. **BIDWATCH**, United States Trademark Registration No. 2,158,521
16. **HYPER AUCTION**, United States Trademark Registration No. 2,437,400
17. **MEGA AUCTION**, United States Trademark Registration No. 2,333,786
18. **ONSALE**, United States Trademark Registration No. 2,005,667
19. **ONSALE & Design**, United States Trademark Registration No. 2,126,681
20. **ONSALE EXCHANGE**, United States Trademark Registration No. 2,288,203
21. **YANKEE AUCTION**, United States Trademark Registration No. 2,073,665