

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the recordation to correct state of incorporation for conveying party and application number previously recorded on 4/28/1999 previously recorded on Reel 001895 Frame 0625. Assignor(s) hereby confirms the Trademark Assignment Agreement. |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-------------------------|
| Creative Computers, Inc. | | 07/01/1998 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------|
| Name: | uBid, Inc. |
| Street Address: | 2525 Busse Road |
| City: | Elk Grove Village |
| State/Country: | ILLINOIS |
| Postal Code: | 60007 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------------|----------|-----------|
| Serial Number: | 75243838 | UBID |
| Registration Number: | 2234975 | UBID |
| Registration Number: | 2229515 | UBID |

CORRESPONDENCE DATA

Fax Number: (612)340-8856
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612 340 8838
 Email: ip.docket@dorsey.com
 Correspondent Name: Dorsey & Whitney LLP
 Address Line 1: 50 S. 6th Street
 Address Line 2: Suite 1500
 Address Line 4: Minneapolis, MINNESOTA 55402-1498

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Michael J. Kroll |
|---------------------------|------------------|

CH \$90.00 75243838

Signature:

/Michael J. Kroll/

Date:

07/15/2005

Total Attachments: 3

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Docket No. 40297-24000

DOCKETED

file 24003.00

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

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Name of conveying party(ies): Creative Computers, 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-Delaware <input type="checkbox"/> Other</p> <p>CALIFORNIA MJK</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):</p> <p>Name: uBid, Inc. Street Address: 2525 Busse Road City: Elk Grove Village, State: Illinois ZIP: 60007</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>Additional name(s) & 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: July 1, 1998</p> | |

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <p>A. Trademark Application No.(s)</p> <p>75243,893 75/243 838</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>B. Registration No.(s)</p> <p>2,234,975 ; 2,229,515</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|

MJK

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Martha P. Siegel Morrison & Foerster LLP 425 Market Street San Francisco, California 94105-2482</p> | <p>6. Total number of applications and trademark registrations involved: 3</p> <p>7. Total fee (37 C.F.R. § 3.41): \$90.00</p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket 40297-24000</p> |
| <p>8. Deposit account number: 03-1952</p> | |

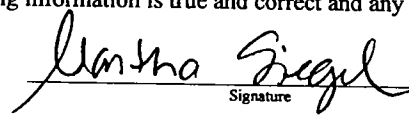
The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: Martha P. Siegel

 April 27, 1999

Signature Date

Total number of pages comprising cover sheet, attachments and document: X4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

|sf-681833|

TRADEMARK ASSIGNMENT AGREEMENT

MJK
CALIFORNIA
This Trademark Assignment Agreement (this "Agreement") is entered into as of July 1, 1998 (the "Effective Date"), by and between Creative Computers, Inc., a Delaware corporation ("Assignor"), and uBid, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor desires to assign all of its rights, title and interest in and to the Trademark (as defined below), and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. Definition of Trademark.

As used herein, "Trademark" means all trademark, service mark, logos, and trade names to "uBid" (words only and stylized letters) and "youBid" and all rights and good will associated therewith, including, without limitation, the following:

| <u>Mark</u> | <u>Class</u> | <u>Serial Number</u> | <u>Publication Date</u> |
|----------------------------|----------------------------------------------------------------------------------|----------------------|-------------------------|
| UBID (words only) | International: 16, 35 U.S.: 2, 5, 22, 23, 29, 37, 38, 50, 100, 101, 102 | 75-263314 | December 2, 1997 |
| UBID (stylized letters) | International: 35 U.S.: 100, 101, 102 | 75-243838 | December 9, 1997 |

2. Assignment.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, conveys, sells, grants, transfers and delivers to Assignee, its successors and assigns, all of Assignor's rights, title and interest of every kind and character throughout the world in and to the Trademark, including without limitation (i) all registration or registrations thereof, (ii) all goodwill in the business associated therewith, and (iii) all federal, state, foreign, statutory and common law rights, causes of action and remedies (including the right to sue and recover damages for past infringements) related to, in connection with or arising out of the Trademark.

3. Assignor's Representations and Warranties; Indemnification.

Assignor represents and warrants that (i) Assignor has full right, power and authority to assign to Assignee all rights, title and interest in and to the Trademark, without the need for any consents, approvals, releases, filings, registrations or immunities not yet obtained; (ii) Assignor is transferring to Assignee the Trademark free and clear of

any liens, security interests, claims, interests, options, encumbrances or indebtedness of any kind; and (iii) the Trademark does not infringe, misappropriate or violate any intellectual property or other rights of any third person, and Assignor has no knowledge of any basis for a claim of such infringement, misappropriation or violation. Assignor shall indemnify, defend, and hold harmless Assignee and its affiliates, and their respective officers, directors, shareholders, employees, and agents from and against any claims, damages, costs, losses, settlements and expenses (including reasonable attorneys' fees and costs) arising out of, in connection with or relating to any breach of the foregoing warranties; any nonfulfillment of the assignment contemplated by this Agreement; or any use, reproduction, manufacture, sale, or distribution of the Trademark.

4. Further Assurances. Assignor agrees to execute such additional documents, complete such other formalities, and extend such other cooperation as may be reasonably requested or required to perfect Assignee's interest in the Trademark, including without limitation any appropriate instruments required to be filed in the applicable national trademark offices or other appropriate offices.

5. Entire Agreement; Waiver; Amendment. This Agreement shall constitute the entire agreement between the parties pertaining to the subject matter hereof, and shall supersede all prior and contemporaneous oral negotiations, agreements, commitments, representations, and understandings relating to the subject matter hereof. No supplement, modification, waiver, or amendment to this Agreement shall be binding on any party unless in writing and signed by the party against whom enforcement is sought.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the Effective Date.

MSK
Creative Computers, Inc.,
a Delaware corporation
CALIFORNIA

By: F. Khulusi
Name: Frank Khulusi
Title: President & CEO

uBid, Inc.,
a Delaware corporation

By: Gregory U. Jones
Name: GREGORY U. JONES
Title: President - CEO