

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Magnell Associate, Inc.		10/03/2005	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
<b>Street Address:</b>	222 N. LaSalle Street, 16th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	Unknown:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2892236	NEWEGG.COM
Registration Number:	2653545	ABS
Registration Number:	2275683	OZZO
Registration Number:	2297488	MONSTRA
Serial Number:	78585675	COBOC
Serial Number:	78487363	ROSEWILL

**CORRESPONDENCE DATA**

**Fax Number:** (213)430-6407  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Email:** gdurham@omm.com  
**Correspondent Name:** Gina M. Durham, Esq.  
**Address Line 1:** 400 South Hope Street  
**Address Line 2:** O'Melveny & Myers LLP  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

CH \$165.00 2892236

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	10/04/2005
Total Attachments: 5 source=(Magnell)#page1.tif source=(Magnell)#page2.tif source=(Magnell)#page3.tif source=(Magnell)#page4.tif source=(Magnell)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 3<sup>rd</sup> day of October, 2005 by Magnell Associate, Inc., a California corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor, certain other borrowers party thereto, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and such other borrowers by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor, the other grantors party thereto and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

3. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

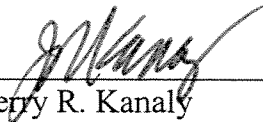
4. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MAGNELL ASSOCIATE, INC.**

By:   
Name: Jerry R. Kanaly  
Title: Vice President and CFO

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent

By:   
Its: VICE PRESIDENT

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

	<u>Registered Owner</u>	<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
1.	Magnell Assoicate, Inc.	NEWEGG.COM	2,892,236	12 OCT 2004
2.	Magnell Assoicate, Inc.	ABS	2,653,545	26 NOV 2002
2.	Magnell Assoicate, Inc.	OZZO	2,275,683	7 SEP 1999
3.	Magnell Assoicate, Inc.	MONSTRA	2,297,488	7 DEC 1999

**TRADEMARK APPLICATIONS**

	<u>Applicant</u>	<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
1.	Magnell Assoicate, Inc.	COBOC.COM (& Design) 	78/585675	11 MAR 2004
2.	Magnell Assoicate, Inc.	ROSEWILL	78/487363	21 SEP 2004