

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/01/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Babbage's Etc. LLC		12/01/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Elbo, Inc.
Street Address:	625 Westport Parkway
City:	Grapevine
State/Country:	TEXAS
Postal Code:	76051
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1569315	BABBAGE'S
Registration Number:	1345205	BABBAGE'S SOFTWARE FOR THE HOME
Registration Number:	1345315	BABBAGE'S
Registration Number:	1547310	AMERICA'S SOFTWARE HEADQUARTERS
Registration Number:	1553597	AMERICA'S SOFTWARE HEADQUARTERS
Registration Number:	1888982	SUPER SOFTWARE ETC.
Registration Number:	2068246	SUPR SOFTWARE

CORRESPONDENCE DATA

Fax Number: (212)261-9864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-541-2064
 Email: nyuspto@bryancave.com

CH \$190.00 1569315

Correspondent Name: Todd Braverman, Esq.
Address Line 1: 1290 Avenue of the Americas
Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0195266
NAME OF SUBMITTER:	Todd Braverman
Signature:	/tjbraverman/
Date:	12/02/2005

Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is entered into as of the 1st day of December, 2005 by and between Babbage's Etc. LLC, a Delaware limited liability company ("Assignor"), and Elbo, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted and used in its business the trade names, fictitious names, logos, designs, domain names, common law trademarks and service marks and trademark and service mark registrations and applications listed on the attached Schedule A (hereinafter referred to as the "Marks");

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Marks and any applications or registrations therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey unto Assignee *nunc pro tunc* as of December 1, 2005, all right, title and interest in and to the Marks, including such other trademarks, service marks, trade names, domain names and trade dress as may be owned by Assignor and used in connection with the Marks, and any applications or registrations therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, including, but not limited to, the use of the Marks in any manner; and Assignor does hereby further assign, sell, transfer and convey unto Assignee any and all claims of Assignor for past infringement and any and all causes of action of Assignor with respect to or arising out of the Marks, along with the right to recover damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Assignment Agreement for and on behalf of Assignor as of the day and year first above written.

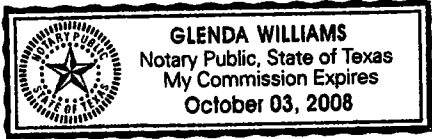
BABBAGES ETC. LLC

By: *David W. Carlson*
David W. Carlson
Executive Vice President and Chief
Financial Officer

State of Texas)
)
County of Tarrant) ss:

On this 1st day of December, 2005, personally appeared David W. Carlson, Executive Vice President and Chief Financial Officer of Babbage's Etc. LLC, the Assignor above named, and acknowledged that he executed the foregoing Trademark Assignment Agreement on behalf of said Assignor and pursuant to authority duly received, and who, having been duly sworn, stated that any representations therein contained are true.

Glenda Williams
Notary Public



SCHEDULE A

BABBAGE'S ETC. LLC

	MARK	APP / REG. NO.	APP/REG. DATE	CLASS(ES)
1.	BABBAGE'S	1,569,315	12/5/89	9, 16
2.	BABBAGE'S SOFTWARE FOR THE HOME	1,345,205	6/25/91	42
3.	BABBAGE'S	1,345,315	6/25/85	42
4.	AMERICA'S SOFTWARE HEADQUARTERS	1,547,310	7/11/89	16
5.	AMERICA'S SOFTWARE HEADQUARTERS	1,553,597	8/29/89	16
6.	SUPER SOFTWARE ETC.	1,888,982	4/11/95	42
7.	SUPR SOFTWARE	2,068,246	6/10/97	42
8.	SOFTWARE ETC.	Wisconsin State	7/16/97	36
9.	BABBAGE'S	Wisconsin State	7/16/97	36
10.	BABBAGE'S	Mexico - 464323	3/23/1994	16
11.	BABBAGE'S	Mexico - 461109	3/23/1994	42