

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
-------------------------	----------------

<b>NATURE OF CONVEYANCE:</b>	Amended & Restated First Amendment
------------------------------	------------------------------------

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PC Mall Sales, Inc.		09/30/2005	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Capital Finance Corporation (Western)
<b>Street Address:</b>	251 South Lake Avenue
<b>Internal Address:</b>	Suite 900
<b>City:</b>	Pasadena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91101
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	76012172	SHIPITFORYOU
Serial Number:	76012171	SHIPITFORYOU.COM
Serial Number:	75142902	CLUBPDA
Serial Number:	74540249	CLUBMAC
Serial Number:	74230456	CLUBMAC

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-783-2700  
 Email: pagodoa@federalresearch.com  
 Correspondent Name: CBCInnovis dba Federal Research  
 Address Line 1: 1023 Fifteenth Street, NW, Suite 401  
 Address Line 2: attn: Penelope J.A. Agodoa  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

CH \$140.00 76012172

ATTORNEY DOCKET NUMBER:	347537
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/19/2005

Total Attachments: 8  
source=347537#page1.tif  
source=347537#page2.tif  
source=347537#page3.tif  
source=347537#page4.tif  
source=347537#page5.tif  
source=347537#page6.tif  
source=347537#page7.tif  
source=347537#page8.tif

**AMENDED AND RESTATED  
FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF  
TRADEMARKS (SECURITY AGREEMENT)**

THIS AMENDED AND RESTATED FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT) (this "Amendment"), dated as of September 30, 2005, is entered into between PC MALL SALES, INC., a California corporation, formerly known as Creative Computers, Inc., with an office at 2555 West 190<sup>th</sup> Street, Torrance, California 90504 ("Pledgor"), and WACHOVIA CAPITAL FINANCE CORPORATION (WESTERN) ("Wachovia"), a California corporation, formerly known as Congress Financial Corporation (Western), with an office at 251 South Lake Avenue, Suite 900, Pasadena, California 91101, individually and in its capacity as administrative and collateral agent for the Lenders (as defined below) (in such capacity, "Pledgee").

**RECITALS**

A. Pledgor and Wachovia are parties to that certain Collateral Assignment of Trademarks (Security Agreement), dated as of March 7, 2001, and recorded with the United States Patent and Trademark Office on March 19, 2001 at Reel 002252, Frame 0633 (as the same may be amended, modified, supplemented or restated from time to time, the "Collateral Assignment") that was entered into and delivered in connection with that certain Loan and Security Agreement, dated as of March 7, 2001, among Wachovia, as Lender, and Pledgor, PC Mall, Inc., a Delaware corporation formerly known as Idea Mall, Inc., Elinux.com, Inc., a Delaware corporation, CCIT, Inc., a Delaware corporation formerly known as Creative Computers Integrated Technologies, Inc., WF Acquisition Sub, Inc., a Delaware corporation, Computability Limited, a Delaware corporation, AF Services, LLC, a Delaware limited liability company, as successor by merger to AF Services, Inc., PC Mall Gov, Inc., a Delaware corporation, SIFY, Inc., a Delaware corporation formerly known as ClubMac, Inc., Onsale, Inc., a Delaware corporation, AV Acquisition, Inc., a Delaware corporation, Mall Acquisition 1, Inc., a Delaware corporation formerly known as PCM.com, Inc., and Mall Acquisition 2, Inc., a Delaware corporation formerly known as PCMall.com, Inc., as co-borrowers (each a "Borrower" and collectively "Borrowers"), as amended by that certain First Amendment to Loan and Security Agreement and Other Financing Agreements dated as of August 23, 2002, Second Amendment to Loan and Security Agreement and Other Financing Agreements dated as of October 31, 2002, Third Amendment to Loan and Security Agreement dated as of March, 2003, Fourth Amendment to Loan and Security Agreement dated as of May 14, 2004, Fifth Amendment to Loan and Security Agreement dated as of May 31, 2004, and Sixth Amendment to Loan and Security Agreement dated as of February 10, 2005 (as amended, the "Original Loan Agreement" and together will all agreements entered into in connection therewith, the "Original Financing Agreements").

B. The Borrowers have entered into that certain Amended and Restated Loan and Security Agreement, dated as of August 1, 2005 (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement"), with the financial institutions from time to time party thereto as lenders (the "Lenders") and Wachovia as administrative and collateral agent for the Lenders (in such capacity, the "Agent"), pursuant to which the Original Loan Agreement has been amended and restated in its entirety to set forth,

among other things, (a) the multi-lender structure of the loan facility, (b) the appointment by the Lenders of Wachovia as Agent for the benefit of the Lenders and (c) the extension of further loans and financial accommodations to the Borrowers.

C. As an inducement for and in consideration of the Lenders making loans and advances and providing other financial accommodations to Borrowers pursuant to the Loan Agreement and the Financing Agreements (as defined in the Loan Agreement), Pledgor hereby agrees in favor of Pledgee, for the benefit of the Lenders, to amend the Collateral Assignment in order to, among other things, (a) continue the security interest created under the Collateral Assignment with respect to all of Pledgor's right, title and interest in the Collateral (as defined in the Collateral Assignment), (b) reflect that Wachovia in its capacity as the Agent for the benefit of the Lenders, rather than Wachovia in its capacity as the sole Lender, is the Pledgee, and (c) to identify additional trademarks subject to the Collateral Assignment.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. Amendment and Reaffirmation.

(a) Each reference in the Collateral Assignment to Pledgee and each reference thereto in all other documents or agreements related thereto, shall mean and be a reference to Wachovia in its capacity as Agent for the benefit of the Lenders rather than Wachovia in its capacity as the sole Lender.

(b) Each reference in the Collateral Assignment to "the Financing Agreements", "thereof", "therein" or words of like import referring to the Original Loan Agreement or the Original Financing Agreements, and each reference thereto in all other documents or agreements related thereto, shall mean and be a reference to the Loan Agreement (as defined herein) and the Financing Agreements (as defined in the Loan Agreement).

(c) The trademarks and related registrations and applications set forth on Exhibit A hereto (the "New Trademarks") are hereby added to Exhibit A of the Collateral Assignment, and the term "Trademarks" as defined and used in the Collateral Assignment shall include the New Trademarks.

(d) This Amendment shall be deemed to be an amendment to the Collateral Assignment and the Collateral Assignment, as amended hereby, is hereby reaffirmed, ratified, approved and confirmed in each and every respect. Without limiting the foregoing, Pledgor reaffirms, ratifies, approves, confirms and re-grants the security interest granted to Pledgee as provided in the Collateral Assignment as amended hereby.

2. Defined Terms. Unless otherwise defined herein, terms used in this Amendment that are defined in the Loan Agreement shall have the same meanings herein as in the Loan Agreement.

3. Representations and Warranties. Pledgor hereby represents and warrants to Pledgee and each Lender as follows (which shall survive the execution and delivery of this Amendment):

(a) Pledgor has all requisite power and authority to execute this Amendment and to perform all of its obligations hereunder, and this Amendment has been duly executed and delivered by Pledgor and constitutes the legal, valid and binding obligation of Pledgor, enforceable in accordance with its terms.

(b) The execution, delivery and performance by Pledgor of this Amendment have been duly authorized by all necessary corporate action and do not (i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to Pledgor, or the articles or certificate of incorporation, by-laws or any other organizational document of Pledgor, or (iii) conflict with or result in any breach in any of the provisions of or constitute a default under the provisions of any agreement, document or instrument to which Pledgor is a party or by which it or its property may be bound.

(c) No Event of Default (either as defined in the Loan Agreement or the Collateral Assignment) or event which, with notice or the passage of time would constitute an Event of Default, has occurred and is continuing and all of the representations and warranties contained in the Collateral Assignment are correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date, in which case, such representations and warranties were correct on and as of such earlier date.

4. Integration. The Collateral Assignment as amended by this Amendment, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties; there are no oral agreements between the parties.

5. Reference to and Effect on the Collateral Assignment, Loan Agreement and Financing Agreements.

(a) Upon and after the effectiveness of this Amendment: (i) each reference in the Collateral Assignment to "this Security Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Collateral Assignment, and each reference in all other documents or agreements related thereto, including, without limitation, the Loan Agreement and the Financing Agreements, referring to the Collateral Assignment, shall mean and be a reference to the Collateral Assignment as modified and amended hereby; and (ii) each reference in the Collateral Assignment to "the Financing Agreements", "a Financing Agreement", "thereunder", "thereof", "therein" or words of like import referring to the Financing Agreements or any Financing Agreement, as applicable, shall include the Collateral Assignment as modified and amended hereby as a Financing Agreement or such Financing Agreement, as applicable.

(b) To the extent that any terms and conditions in any of the Loan Agreement, the Financing Agreements or any documents or agreements related thereto shall contradict or be in conflict with any terms or conditions of the Collateral Assignment, after giving effect to this Amendment, such terms and conditions are hereby deemed modified or amended accordingly to reflect the terms and conditions of the Collateral Assignment as modified or amended hereby.

6. Conditions Precedent. This Amendment shall be effective when Pledgee shall have received all of the following, each in substance and form acceptable to Pledgee in its sole discretion: (a) this Amendment, duly executed by Pledgor; and (b) such other documents related hereto or in furtherance hereof as Pledgee may require.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of California applied to contracts to be performed wholly within the State of California.

8. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of Pledgor, Pledgee, each Lender, all future holders of the Obligations and their respective successors and assigns, except that Pledgor may not assign or transfer any of its rights or obligations under this Amendment or the Collateral Assignment without the prior written consent of Pledgee.

9. Severability. If any part of this Amendment is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

10. Captions. The captions at various places in this Amendment are intended for convenience only and do not constitute and shall not be interpreted as part of this Amendment.

11. Counterparts; Telecopied Signatures. This Amendment may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

12. Construction. The parties acknowledge that each party and its counsel have reviewed this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment.

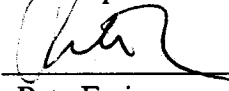
13. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Collateral Assignment shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by its officers thereunto duly authorized as of the date first above written.

**PLEDGOR**

PC MALL SALES, INC.,  
a California corporation

By:   
Name: Pete Freix  
Title: President

**PLEDGEE**

WACHOVIA CAPITAL FINANCE  
CORPORATION (WESTERN),  
a California corporation, Individually and as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by its officers thereunto duly authorized as of the date first above written.

**PLEDGOR**

PC MALL SALES, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PLEDGEE**

WACHOVIA CAPITAL FINANCE  
CORPORATION (WESTERN),  
a California corporation, Individually and as Agent


By:   
Name: GARY D. CASSIANNI  
Title: VICE PRESIDENT



EXHIBIT A

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>
SHIPITFORYOU	76/012,172	2,509,088
SHIPITFORYOU.COM	76/012,171	2,509,087
CLUBPDA	75/142,902	2,061,557
CLUBMAC	74/540,249	1,904,278
CLUBMAC	74/230,456	1,739,578