

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CompUSA Management Company		01/10/2008	statutory trust: DELAWARE

RECEIVING PARTY DATA

Name:	New SAH Corp.
Street Address:	11 Harbor Park Dr.
City:	Port Washington
State/Country:	NEW YORK
Postal Code:	11050
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2757695	AMERICA'S TECHNOLOGY STORE
Registration Number:	2469723	BETTER STUFF. FIERCELY COMPETITIVE PRICES
Registration Number:	2853847	BUMP
Registration Number:	1866040	COMP USA THE COMPUTER SUPERSTORE
Registration Number:	2510776	COMPGIFT
Registration Number:	2197235	COMP KIDS
Registration Number:	2007749	COMPNEWS
Registration Number:	2009624	COMPNEWS
Registration Number:	2020329	COMPNEWS THE SUPER NEWS SOURCE
Registration Number:	2009631	COMPNEWS THE SUPER NEWS SOURCE
Registration Number:	1735429	COMPUSA
Registration Number:	1866096	COMP USA
Registration Number:	2098079	COMPUSA AMERICA'S #1 COMPUTER SUPERSTORE
Registration Number:	2160762	COMPUSA AMERICA'S COMPUTER SUPERSTORE

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Registration Number:	2496506	COMP USA PC
Registration Number:	2582709	COMPUSA.COM
Registration Number:	2508562	COMPUSANET.COM
Registration Number:	2625337	COMPVALUE
Registration Number:	2505583	MOUSER
Registration Number:	2845825	U.S. LOGIC
Registration Number:	2909057	U.S. LOGIC
Registration Number:	2628103	WHERE AMERICA BUYS TECHNOLOGY
Registration Number:	2229803	WOW
Registration Number:	1592492	WOW!

CORRESPONDENCE DATA

Fax Number: (212)715-8000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-715-9224

Email: KLtrademark@kramerlevin.com

Correspondent Name: Kevin M. Moss, Esq.

Address Line 1: 1177 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	061824/00002 (\$615)
NAME OF SUBMITTER:	Kevin M. Moss, Esq.
Signature:	/Kevin M. Moss/
Date:	02/15/2008

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of January 10, 2008 (the "Effective Date"), by and between **CompUSA Management Company**, a Delaware statutory trust, ("Assignor"), and **New SAH Corp.**, a Delaware corporation ("Assignee"; and together with Assignor, the "Parties").

WHEREAS, pursuant to that certain Asset Purchase Agreement, by and among CompUSA Inc., a Delaware corporation ("Parent"), and Assignee, dated as of January 5, 2008 (the "Purchase Agreement"; capitalized terms used but not otherwise defined herein having the meanings ascribed to such terms in the Purchase Agreement), Parent and its Affiliates and subsidiaries including Assignor are selling, and Assignee is buying, the assets of the Transferred Internet Business.

WHEREAS, in accordance with the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all of Assignor's rights, title and interest in and to the trademarks included in the assets of the Transferred Internet Business, including, without limitation, the trademarks set forth on Schedule A (the "Trademarks").

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

1. Assignor hereby assigns, conveys and transfers to Assignee, and Assignee hereby receives, all of Assignor's rights, title and interest in and to the Trademarks, including without limitation the good will of the businesses associated with said Trademarks, and the right to sue or otherwise seek and recover damages, profits or other remedy (monetary, injunctive, declaratory, or other) for any past, present or future infringement of, or for improper, unlawful or unfair use or disclosure or other violation of, the Trademarks.

2. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with the United States Patent and Trademark Office or other governing authority, and the Parties hereby authorize the United States Patent and Trademark Office or other such governing authority to record this Assignment.

3. Assignor hereby agrees that after the Effective Date, Assignor shall execute and/or deliver such additional or other documents, authorizations and instruments, and, at Assignee's cost and expense, do such additional or other acts and things, as may be required or reasonably requested by Assignee to give effect to the provisions of this Agreement.

4. This Agreement shall be construed under and governed by the laws of the State of New York.

5. Assignor hereby appoints Assignee as their attorney-in-fact, with full authority in the place and stead of Assignor, and in the name of Assignor, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Assignment and Assignee's rights in the Trademarks.

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

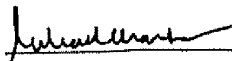
5. Assignor hereby appoints Assignee as their attorney-in-fact, with full authority in the place and stead of Assignor, and in the name of Assignor, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Assignment and Assignee's rights in the Trademarks.

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

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized representative to execute this Assignment on its behalf, effective as of the Effective Date.

CompUSA Management Company

New SAH Corp.

By: 

By: _____

Name: Michael Chartock

Name: _____

Title: Vice President, Secretary and
Treasurer

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized representative to execute this Assignment on its behalf, effective as of the Effective Date.

CompUSA Management Company

New SAH Corp.

By: _____

By: Richard Leeds

Name: _____

Name: Richard Leeds

Title: _____

Title: President

Date: _____

Date: _____

CompUSA Management Trademark Assignment

TRADEMARK
REEL: 003720 FRAME: 0333

SCHEDULE A

U.S. FEDERAL REGISTRATIONS

MARK	CLASS	REG. NO	REG DATE	STATUS/NEXT DEADLINE	Renewal due	Remarks
America's Technology Store (Ref No. 004537.000002-79)	SM: CL. 42	2,757,695	8/26/03	Section 8/15 Affidavit due 8/26/08 - 8/26/09	8/26/13	
Better Stuff. Fiercely Competitive Prices	SM: CL. 35	2,469,723	7/17/2001	Section 8/15 Affidavit due 7/17/2006-7/17/2007	7/17/2011	Abandoned per client. Mark will be canceled upon expiration of grace period on 1/17/08.
Bump (Ref. No. 004537.000002- 109)	SM: CL. 16	2,853,847	6/15/2004	Section 8/15 Affidavit due 6/15/2009-6/15/2010	6/15/14	
CompUSA The Computer Superstore and Design (Ref No. 004537.999999-5)	SM: CL. 42	1,866,040	12/6/94	Renewal due 12/6/14	12/6/14	
Compgift (Ref No. 004537.000002-4)	TM: CL. 16 SM: CL. 35	2,510,776	11/20/01	Section 8/15 Affidavit due 11/20/06 - 11/20/07	11/20/11	Awaiting documentation to file the Section 8/15 Affidavit, due 11/20/2007 (grace period extending to 5/20/2008).
CompKids (Ref No. 004537.999999-26)	SM: CL. 35	2,197,235	10/20/98	Renewal due 10/20/08	10/20/08	
CompNews (Ref No. 004537.999999-11)	TM: CL. 16	2,007,749	10/15/96	Renewal due 10/15/16	10/15/16	
CompNews and Design (Ref No. 004537.999999-8)	TM: CL. 16	2,009,624	10/22/96	Renewal due 10/22/16	10/22/16	
CompNews the Super News Source (Ref No. 004537.999999-9)	TM: CL. 16	2,020,329	12/3/96	Renewal due 12/3/16	12/3/16	

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MARK	CLASS	REG. NO	REG DATE	STATUS/NEXT DEADLINE	Renewal due	Remarks
CompNews the Super News Source and Design (Ref No. 004537.999999-10)	TM: CL. 16	2,009,631	10/22/96	Renewal due 10/22/16	10/22/16	
CompUSA (Ref. No. 004537.999999-14)	SM: CL. 42	1,735,429	11/24/92	Renewal due 11/24/12	11/24/12	
CompUSA and Design (Ref. No. 004537.999999-15)	SM: CL. 42	1,866,096	12/6/94	Renewal due 12/6/14	12/6/14	
CompUSA America's #1 Computer Superstore (Ref No. 004537.999999-17)	SM: CL. 42	2,098,079	9/16/97	Renewal due 9/16/07	9/16/07	Abandoned per client; registration. Will be canceled upon expiration of grace period on 3/16/2008.
CompUSA America's Computer Superstore (Ref No. 004537.999999-22)	SM: CL. 42	2,160,762	5/26/98	Renewal due 5/26/08	5/28/08	
CompUSA PC & Design (STAR) (Ref No. 004537.000002-11)	TM: CL. 9	2,496,506	10/9/01	Section 8/15 Affidavit due 10/9/06 - 10/9/07	10/9/11	Abandoned per client on 1/17/07. Will be canceled upon expiration of grace period on 4/9/08.
CompUSA.com (Ref No. 004537.000002-40)	SM: CL. 35	2,582,709	6/18/02	Section 8/15 Affidavit due 6/18/07 - 6/18/08	6/18/12	
CorpUSANET.com & Design (Ref No. 004537.000002-45)	SM: CL. 35	2,508,562	11/20/01	Section 8/15 Affidavit due 11/20/06 - 11/20/07	11/20/11	Abandoned per client 2/27/07. Will be canceled upon expiration of grace period on 5/20/2008.
Compvalue (Ref. No. 004537.000002-3)	TM: CL. 16	2,625,337	9/24/02	Section 8/15 Affidavit due 9/24/07 - 9/24/08	9/24/12	
Mouser (Ref No. 004537.000002-9)	TM: CL. 9	2,505,583	11/6/01	Supplemental Register - Section 8 Affidavit due 11/6/06 - 11/6/07	11/6/11	No response from client regarding Section 8 deadline; will be canceled upon expiration of grace period on 5/6/2008.
U.S. Logic & Design	TM CL. 9	2,845,825	5/25/04	Section 8/15 Affidavit due 5/25/09 - 5/25/10	5/25/14	

MARK	CLASS	REG. NO	REG. DATE	STATUS/NEXT DEADLINE	Renewal due	Remarks
U.S. LOGIC (Ref. No. 004537.999999-230B)	TM: CL. 9	2,909,057	12/7/04	Section 8/15 Affidavit due 12/7/09 - 12/7/10	12/7/14	
Where America Buys Technology (Ref No. 004537.000002-72)	SM: CL. 35	2,628,103	10/1/02	Section 8/15 Affidavit due 10/1/07 - 10/1/108	10/1/12	
Wow	SM: CL. 42	2,229,803	3/9/99	Renewal due 3/9/09	3/9/09	Jointly owned with M.T.S. Incorporated
Wow!	SM: CL. 42	1,592,492	4/17/90	Renewal due 4/17/10	4/17/10	