

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
Dealtree, Inc.		12/08/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Best Buy Enterprise Services, Inc.		
Street Address:	7601 Penn Avenue South		
City:	Richfield		
State/Country:	MINNESOTA		
Postal Code:	55423		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77494117	EZTRADEIN	
Serial Number:	77520617	COWBOOM	
Registration Number:	3375456	DEALTREE	
CORRESPONDENCE DATA			
Fax Number:	(952)430-1993		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-291-7740		
Email:	emma.nickolson@bestbuy.com		
Correspondent Name:	Emma Nickolson		
Address Line 1:	7601 Penn Avenue south		
Address Line 2:	B6-144		
Address Line 4:	Richfield, MINNESOTA 55423		
ATTORNEY DOCKET NUMBER:	08-29119		
NAME OF SUBMITTER:	Emma Nickolson		

CH \$90.00 77494117

Signature:

/emma nickolson/

Date:

12/16/2008

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated December 8, 2008, is by and among Dealtree, Inc., a California corporation and Dealtree Services, Inc., a Delaware corporation (collectively, "Assignors") and Best Buy Enterprise Services, Inc., a Minnesota corporation ("Assignee").

RECITALS

WHEREAS, Assignors, Assignee, Best Buy Stores, L.P., a Virginia limited partnership, Garry Heath, Paul Fletcher and Allen Ostergar are parties to that certain Asset Purchase Agreement, dated as of October 7, 2008 (the "Purchase Agreement"); and

WHEREAS, in connection with the closing of the transactions contemplated by the Purchase Agreement, Assignors are required to sell, transfer, assign, set over, deliver and surrender to Assignee, and Assignee is required to purchase from Assignors, all of Assignors' right, title and interest in and to the Enterprise Services Acquired Assets (as defined below).

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreement contained in this Assignment and the Purchase Agreement and other good valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties, intending to be legally bound, agree as follows:

I. Assignment. Assignors hereby assign and transfer to Assignee, and Assignee hereby accepts the assignment and transfer from Assignors of: (a) all right, title, and interest in and to all (i) patentable inventions and discoveries, all issued patents and all resissues, reexaminations or foreign counterparts of the same, all patent applications and any parent patent applications, continuations, continuations-in-part, divisionals, and foreign counterparts of the same, and any other application based in whole or in part on any of the foregoing, including without limitation the patents and patent applications set forth on Exhibit A hereto; (ii) business names, assumed fictional business names, trade names, trade dress and other designations of origin, trademarks and service marks, whether or not registered, and the entire right, title and interest therein, and all goodwill associated therewith, including without limitation the registered trademarks, service marks and trademark applications set forth on Exhibit A hereto, (iii) registered and unregistered copyrights and copyrighted subject matter in both published and unpublished works, (iv) rights in mask works, registered or unregistered, (v) know-how, trade secrets, confidential or proprietary information, customer lists, software and the code comprising such software, databases, data, technical information, process technology, and plans, drawings and blueprints, (vi) rights in internet web sites, internet domain names, uniform resource locators, and e-mail addresses as well as, in each case, all registrations and applications relating thereto, and (vii) other intellectual and industrial property rights of every kind and nature however designated, in each case owned by Assignors or either of them, and (b) and all rights Assignors have or may have to institute or maintain an action with respect to or to protect the

same, and to damages for past infringements and all other intangible rights and goodwill associated therewith (collectively, the "Enterprise Services Acquired Assets").

2. Cooperation; Further Assurances. Assignors shall provide to Assignee cooperation and assistance at Assignee's reasonable request (including, without limitation, the execution and delivery of any documents, instruments, affidavits, declaration, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) at the Assignee's expense: (a) in the preparation and prosecution of any application for the Enterprise Services Acquired Assets; (b) in the prosecution or defense of any interference, infringement or other proceedings that may arise in connection with any of the Enterprise Services Acquired Assets, including, without limitation, testifying as to any facts relating to the Enterprise Services Acquired Assets assigned herein and this Assignment; and (c) in furtherance of the transfer, implementation or perfection of the Enterprise Services Acquired Assets transferred by this Assignment.

3. Governing Law; Venue. The internal law, without regard to conflicts of laws principles, of the State of New York will govern all questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment. Each of the parties hereto submits to the exclusive jurisdiction of the courts of the State of Minnesota or the State of California and the United States of America located in the State of Minnesota or the State of California in any action or proceeding arising out of or relating to this Assignment and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the parties hereto also agrees not to bring any action or proceeding arising out of or relating to this Assignment in any other court. Each of the parties hereto waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.

4. Effect. This Assignment is intended only to document the sale and assignment of the assets described in Section 1 of this Assignment, and the Purchase Agreement is the exclusive source of the agreement and understanding between Assignors and Assignee. Nothing contained in this Assignment modifies or alters the representations, warranties, covenants and obligations contained in the Purchase Agreement.

5. Counterparts. This Assignment may be executed in any number of original counterparts, all of which evidence only one agreement and only one full and complete copy of which need be produced for any purpose. A facsimile or copy of a signature will have the same legal effect as an originally drawn signature.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the date first written above.

ASSIGNORS:

DEALTREE, INC.,
a California corporation

By: [Signature]
Name: Tom Fritch
Its: President

DEALTREE SERVICES INC.,
a Delaware corporation

By: [Signature]
Name: Tom Fritch
Its: President

ASSIGNEE:

BEST BUY ENTERPRISE SERVICES, INC.,
a Minnesota corporation

By: _____
Name: _____
Its: _____

[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the date first written above.

ASSIGNORS:

DEALTREE, INC.,
a California corporation

By: _____
Name: _____
Its: _____

DEALTREE SERVICES INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

ASSIGNEE:

BEST BUY ENTERPRISE SERVICES, INC.,
a Minnesota corporation

By: Kevin W. Winerowski
Name: Kevin W. Winerowski
Its: Vice President, Secondary Markets

[Signature page to Intellectual Property Assignment Agreement]

Exhibit A

Patent Applications, Registered Trademarks and Trademark Applications

Patent Applications

<u>Application No.</u>	<u>Description</u>	<u>Jurisdiction</u>	<u>Filing Date</u>
11/213,259	Online offer system	United States	8/26/05
11/002,930	Online offer system	United States	12/1/04

Trademarks

<u>Registration No.</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration Date</u>
3375456	United States	DEALTREE	January 29, 2008

Trademark Applications

<u>Serial No.</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Filing Date</u>
77494117	United States	EZTRADEIN	June 9, 2008
77520617	United States	COWBOOM	July 11, 2008