

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
Synapse Micro Inc.		08/12/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Woot, Inc.		
Street Address:	4121 International Parkway		
City:	Carrollton		
State/Country:	TEXAS		
Postal Code:	75007		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2904410	XTREME UPGRADE	
CORRESPONDENCE DATA			
Fax Number:	(214)747-2091		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(214) 292-4030		
Email:	bukovac@fr.com		
Correspondent Name:	P. Weston Musselman, Jr.		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	22519-0050001		
NAME OF SUBMITTER:	P. Weston Musselman, Jr.		
Signature:	/P. Weston Musselman, Jr./		
Date:	08/20/2009		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, SYNAPSE MICRO INC. is a Texas corporation, (hereinafter "Assignor"), having a place of business at 2060 Luna Road, Suite 100, Carrollton, Texas 75006, and WOOT, INC. is a Texas corporation, (hereinafter "Assignee"), having a place of business at 4121 International Parkway, Carrollton, Texas 75007;

WHEREAS, Assignor has adopted and is using the trademark listed in **Schedule A** ("Mark") attached hereto;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in the Mark, including but not limited to, the registration thereof, together with the goodwill of the business symbolized by said Mark; and

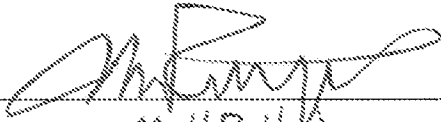
NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successor and assigns, all rights, title and interest in the Mark, including, but not limited to, the registration thereof, together with the goodwill of the business symbolized by said Mark, together with all claims for damages by reason of past infringement of said Mark, with the right to sue for and collect the same, all of the foregoing to be held and enjoyed by Assignee for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto;

ASSIGNOR covenants that it will, when requested, execute, deliver and acknowledge all such further instruments of conveyance and do and perform all such other acts and things as Assignee may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the Mark;

Assignee's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to the Mark assigned pursuant to this Trademark Assignment, and to take any other actions necessary or incident to the powers granted to Assignee in this Trademark Assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at _____,
this 12th day of August, 2009.

SYNAPSE MICRO INC.


By: Matt Rutledge
Title: CEO

SCHEDULE A TO TRADEMARK ASSIGNMENT

MARK	REG. NUMBER	OWNER	STATUS
XTREME UPGRADE	2,904,410	SYNAPSE MICRO INC.	Registered

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