

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
GEEKNET, INC.		12/31/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ZIFF DAVIS, INC.		
Street Address:	28 E. 38th Street		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2226169	GEEK.COM	
Registration Number:	3224722	GEEK.COM	
CORRESPONDENCE DATA			
Fax Number:	(585)419-8813		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	585-419-8736		
Email:	harrisbeachip@harrisbeach.com		
Correspondent Name:	Laura W. Smalley - Harris Beach PLLC		
Address Line 1:	99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
ATTORNEY DOCKET NUMBER:	248785		
NAME OF SUBMITTER:	Larua W. Smalley		
Signature:	/laura w. smalley/		

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Date:

01/03/2011

Total Attachments: 2

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·ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective as of December 31, 2010, is given by GEEKNET, INC., a Delaware corporation with a mailing address at 650 Castro Street, Suite 450, Mountain View, CA 94041 ("Assignor"), in favor of ZIFF DAVIS, INC., a Delaware corporation with a mailing address at 28 E. 28th Street, 11th Floor, New York, New York 10016 ("Assignee").

WHEREAS, pursuant to the terms and conditions of a certain Asset Purchase Agreement, dated as of December 31, 2010 (the "Asset Purchase Agreement"), by and between Assignor and Assignee, Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to acquire and accept, all of Assignor's rights, title and interest in and to all of Assignor's registered and unregistered trademarks, trade names and service marks as set forth on Schedule A hereto, and all goodwill associated therewith (the "Trademarks");

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Asset Purchase Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the United States registrations thereof, including without limitation, the right to sue and collect damages for past, present and future infringement thereof.
2. This Assignment is further documentation of the assignments, transfers and conveyances of the Trademarks contemplated by the Asset Purchase Agreement, and is subject to all of the terms, provisions, representations, warranties and conditions thereof. To the extent that any term or condition of this Assignment conflicts with any term or condition of the Asset Purchase Agreement, such term and/or condition of this Assignment shall be deemed amended so as to be consistent with the terms and conditions of the Asset Purchase Agreement.
3. From time to time after the date hereof, Assignor agrees to execute all further documents and to take all necessary actions to effect the assignment, transfer and conveyance of all rights in the Trademarks to Assignee.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed by its duly authorized officer effective as of the date first set forth above.

GEEKNET, INC.

By: _____

Title: _____

President & CEO Geeknet Media

SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

GEEK.COM

GEEK.COM (U.S. Reg. No. 2,226,169)

GEEK.COM (U.S. Reg. No. 3,224,722)