

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TigerDirect, Inc.		12/01/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	PCM Sales, Inc.		
Street Address:	1940 E. Mariposa Avenue		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86579101	TU TIGER UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Stacey R. Halpern		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	PCMA2.050T		
NAME OF SUBMITTER:	Stacey Halpern		
SIGNATURE:	/Stacey R. Halpern/		
DATE SIGNED:	02/09/2016		
Total Attachments: 16			
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TRADEMARK, DOMAIN NAME AND SOCIAL MEDIA ASSIGNMENT AGREEMENT

This Trademark, Domain Name and Social Media Assignment Agreement (the "ASSIGNMENT") is effective as of December 1, 2015, by and between TigerDirect, Inc., a Florida corporation; TigerDirect.Ca Inc., a corporation organized under the laws of Ontario, Canada; SYX Services Inc., a Delaware corporation; Systemax Inc., a Delaware corporation; Tek Serv Inc., a Delaware corporation; and Global Computer Supplies Inc., a New York corporation (each of the foregoing entities individually, an "ASSIGNOR", and collectively, "ASSIGNORS"), on the one hand, and PCM Sales, Inc., a California corporation ("ASSIGNEE"), on the other hand, in connection with the transfer of certain assets of ASSIGNOR to ASSIGNEE pursuant to the Asset Purchase Agreement dated November 17, 2015 (the "Asset Purchase Agreement").

WHEREAS, each ASSIGNOR owns, has adopted and used, either directly or through a licensee, the marks and is the owner of the marks listed in association with such ASSIGNOR's name in Exhibit A, attached hereto and incorporated herein by reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement worldwide (hereinafter all such marks and rights collectively referred to as the "Marks");

WHEREAS, each ASSIGNOR has acquired goodwill associated with and symbolized by its respective Marks;

WHEREAS, each ASSIGNOR is the owner of the federal, state and foreign trademark registrations and applications relating to the Marks listed in association with such ASSIGNOR's name in Exhibit A, attached hereto and incorporated herein by reference (hereinafter all such registrations and applications collectively referred to as the "Registrations and Applications");

WHEREAS, each ASSIGNOR controls or is the owner of all rights, title, and interest in the domain names set forth in Exhibit B, attached hereto and incorporated herein by reference, whether or not incorporating ASSIGNOR's trademarks (hereinafter as such domain names collectively referred to as the "Domain Names");

WHEREAS, each ASSIGNOR is the owner of certain social media properties referenced in Paragraph 1.1(g) of the Asset Purchase Agreement, incorporated herein by reference, as well as social media properties related to the Domain Names, the Marks, Registrations and Applications identified in association with such ASSIGNOR's name (hereinafter collectively referred to as the "Social Media Assets");

WHEREAS, under the terms of the Asset Purchase Agreement, the ASSIGNORS agreed to convey, transfer, assign, and deliver to ASSIGNEE all rights, title, and interest of such ASSIGNORS in and to the Marks, the Registrations and Applications, and all goodwill pertaining to all of the foregoing, the Domain Names and Social Media Assets (hereinafter all of the foregoing assets and rights are sometimes collectively referred to, solely for purposes of this ASSIGNMENT, as the "TRANSFERRED IP ASSETS");

WHEREAS, any of the TRANSFERRED IP ASSETS that are not specifically identified with a particular ASSIGNOR, or that are associated with the wrong ASSIGNOR, shall be attributable to one or more ASSIGNORS;

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the TRANSFERRED IP ASSETS; and

WHEREAS, ASSIGNORS represent and warrant that (a) ASSIGNORS have full authority and rights to enter into this ASSIGNMENT; and (b) ASSIGNORS have not entered into a contract or made any commitment with regards to any of the TRANSFERRED IP ASSETS that will or may impair ASSIGNEE's rights or ability to perform its obligations hereunder.

NOW, THEREFORE, in consideration of the foregoing, the covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each ASSIGNOR agrees and ASSIGNORS collectively agree as follows:

Each ASSIGNOR hereby conveys, transfers, assigns, and delivers to ASSIGNEE all of ASSIGNOR's rights, title, and interest of whatever kind in and to the TRANSFERRED IP ASSETS, together with (a) the goodwill symbolized by the TRANSFERRED IP ASSETS; (b) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to any TRANSFERRED IP ASSETS, including without limitation, damages, and payments for past or future infringements and misappropriations of the TRANSFERRED IP ASSETS; and (c) all rights to sue for past, present and future infringements or misappropriations of TRANSFERRED IP ASSETS, concurrent with the transfer of certain tangible assets as indicia of said goodwill and the business symbolized or associated with the TRANSFERRED IP ASSETS.

ASSIGNORS agree within five (5) days of the Website Cutover Date to (a) unlock the Domain Names, (b) provide any transfer verification code(s) or other codes or passwords for the Domain Names to ASSIGNEE via email, and (c) promptly, fully and in good faith undertake any and all other reasonably necessary steps and procedures to effectuate the transfer of ownership to, of and/or in the Domain Names to ASSIGNEE.

ASSIGNORS will timely transfer control of the Social Media Assets and all rights therein to ASSIGNEE by providing ASSIGNEE with the passwords for all Social Media Assets. ASSIGNORS further agree to promptly, fully and in good faith undertake any and all other reasonably necessary steps and procedures to effectuate the transfer of ownership to, of and/or in the Social Media Assets to ASSIGNEE.

ASSIGNORS shall exercise all reasonable measures to ensure that the registration for the Domain Names and Social Media Assets remain in paid status and in good standing such that ASSIGNORS continue to be in a position to legally transfer complete ownership of Domain Names and Social Media Assets to ASSIGNEE.

ASSIGNORS shall exercise all reasonable measures to ensure that the Registrations and Applications remain in good standing such that recordable assignments can be executed and filed


with the various trademark offices worldwide to complete the transfer of ownership of the Registrations and Applications.

Each ASSIGNOR further covenants that it will execute any and all materials, documents, instruments, papers, forms and authorizations, perform any and all reasonably necessary procedural steps, and perform any and all other actions as may be reasonably requested by ASSIGNEE to effectuate, transfers, secure, complete and/or vest in ASSIGNEE full right, title, and interest in the TRANSFERRED IP ASSETS and/or otherwise confirm the assignments set forth in this ASSIGNMENT or the purpose and intent of this ASSIGNMENT and that time is of the essence in the performance of foregoing.


This ASSIGNMENT may be executed simultaneously in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, ASSIGNORS and ASSIGNEE have each duly executed and delivered this ASSIGNMENT, as of the day and year first above written.


TigerDirect, Inc.

By: 
Name: Lawrence Reinhold
Title: President


SYX Services Inc.

By: 
Name: Lawrence Reinhold
Title: President


Tek Serv Inc.

By: 
Name: Lawrence Reinhold
Title: President


Global Computer Supplies Inc.

By: 
Name: Lawrence Reinhold
Title: President

TigerDirect Ca, Inc.

By: 
Name: Lawrence Reinhold
Title: President

PCM Sales, Inc.

By: 
Name: Stephen W. Moss
Title: President

Systemax Inc.












By: 
Name: Lawrence Reinhold
Title: EMP # CFO



EXHIBIT A - TRADEMARKS

TRADEMARK	SERIAL/REGISTRATION NUMBER	OWNER	JURISDICTION	CLASS	STATUS
TigerDirect.com	Reg. No. 2712012	TigerDirect, Inc.	Argentina	35	Registered
TIGERDIRECT	Reg. 1124909	TigerDirect, Inc.	Australia	35	Registered
TIGERDIRECT.COM	Reg. 1124910	TigerDirect, Inc.	Australia	35	Registered
TIGER	Reg. No. 1124905	TigerDirect, Inc.	Australia	35	Registered
TigerDirect.com	Reg. 830758089	TigerDirect, Inc.	Brazil	35	Registered
TIGERDIRECT	Reg. 13199968	TigerDirect, Inc.	China	35	Pending
TIGER	Serial No. 13199967	TigerDirect, Inc.	China	35	Pending
cōputerTV	Reg. 008131302	TigerDirect, Inc.	CTM	9, 35, 38, 41	Registered
TIGERDIRECT	Reg. 009101627	TigerDirect, Inc.	CTM	35, 39	Registered
TIGERDIRECT.COM	Reg. 009099359	TigerDirect, Inc.	CTM	35, 39	Registered
cōputerTV	TMA788387	TigerDirect, Inc.	Canada	(1)	Registered
TIGERDIRECT	TMA538003	TigerDirect, Inc.	Canada	(1)	Registered
TigerDirect	TMA549699	TigerDirect, Inc.	Canada	(1)	Registered
TIGERDIRECT CANADA	TMA618114	TigerDirect, Inc.	Canada	(1)	Registered
TigerDirect.ca	TMA618243	TigerDirect, Inc.	Canada	(1)	Registered
TIGERDIRECT.CA	TMA617972	TigerDirect, Inc.	Canada	(1)	Registered
TigerDirect.com <small>PCs, TVs and More!</small>	T13000000245	TigerDirect, Inc.	Florida	35	Registered
TIGERDIRECT	Reg. 932205	TigerDirect, Inc.	Mexico	35	Registered
TigerDirect.com	Reg. 64641	TigerDirect, Inc.	Peru	35	Registered
TIGERDIRECT.PR	Serial No. 207092-35-1	TigerDirect, Inc.	Puerto Rico	35	Pending
TigerDirect	Reg. 201108765	TigerDirect, Inc.	Turkey	35	Registered

TigerDirect	Reg. 182503	TigerDirect, Inc.	United Arab Emirates	35	Registered
TIGER	Reg. No. 2526739	TigerDirect, Inc.	United States	35	Registered
BIT TECH BRAIN	Reg. No. 4068383	TigerDirect, Inc.	United States	37, 42	Registered
BIT TECH BRAINS	Reg. No. 3969911	TigerDirect, Inc.	United States	37, 42	Registered
DO MORE BETTER	Serial No. 86625400	TigerDirect, Inc.	United States	35	Pending
SERVER XPRESS	Reg. No. 4776171	TigerDirect, Inc.	United States	35, 36, 39	Registered
	Reg. No. 4776170	TigerDirect, Inc.	United States	35, 36, 39	Registered
SU CONEXION A LA MEJOR TECNOLOGIA	Reg. No. 4742506	TigerDirect, Inc.	United States	35	Registered
	Reg. No. 4552464	TigerDirect, Inc.	United States	25, 35	Registered
TIGER TECHSPERT	Serial No. 86579098	TigerDirect, Inc.	United States	41	Pending
TECHSPERT	Reg. No. 3837784	TigerDirect, Inc.	United States	25	Registered
TIGER UNIVERSITY	Reg. No. 4845560	TigerDirect, Inc.	United States	35, 41	Registered
	Serial No. 86579101	TigerDirect, Inc.	United States	35, 41	Pending
	Reg. No. 4495127	TigerDirect, Inc.	United States	35	Registered
TIGERDIRECT	Reg. No. 2694989	TigerDirect, Inc.	United States	35	Registered
TIGERDIRECT	Reg. No. 4644814	TigerDirect, Inc.	United States	35	Registered
TigerDirect	Reg. No. 2694988	TigerDirect, Inc.	United States	35	Registered
TIGERDIRECT INNER CIRCLE	Reg. No. 4471146	TigerDirect, Inc.	United States	35	Registered

 PCs, TVs and More!	Reg. No. 4487182	TigerDirect, Inc.	United States	35	Registered
TIGERDIRECT TECH BASH	Reg. No. 4514765	TigerDirect, Inc.	United States	35	Registered
	Reg. No. 4514784	TigerDirect, Inc.	United States	35	Registered
TIGERDIRECT.COM	Reg. No. 2694957	TigerDirect, Inc.	United States	35	Registered
	Reg. No. 4182567	TigerDirect, Inc.	United States	35	Registered
TIGERDIRECT.COM BUILD YOUR OWN PC RACE	Reg. No. 4605555	TigerDirect, Inc.	United States	41	Registered
TIGERDIRECT.COM DISCOUNT COMPUTERS	Reg. No. 3651799	TigerDirect, Inc.	United States	35	Registered
TIGERPAY	Reg. No. 4629631	TigerDirect, Inc.	United States	35, 36	Registered
TIGERSOFTWARE	Reg. No. 1641257	TigerDirect, Inc.	United States	16	Registered
TIGERTV.COM	Reg. No. 2845625	TigerDirect, Inc.	United States	35	Registered
YOUR CONNECTION TO AWESOME TECHNOLOGY	Reg. No. 4742504	TigerDirect, Inc.	United States	35	Registered
YOUR IT FACTOR	Serial No. 86625405	TigerDirect, Inc.	United States	35	Pending
AQUA TIGER	Serial No. 86282949	TigerDirect, Inc.	United States	7	Abandoned/Dead
AQUA TIGER	Serial No. 86343959	TigerDirect, Inc.	United States	7	Abandoned/Dead
	Serial No. 86239951	TigerDirect, Inc.	United States	35	Abandoned/Dead
TIGER CARE	Serial No. 86255545	TigerDirect, Inc.	United States	42	Allowed to Lapse
	Reg. S053169	TigerDirect, Inc.	Venezuela	35	Registered
TECHSPERT	Reg. No. TMA792175	TigerDirect.Ca Inc.	Canada	(1)	Registered
TIGERSOFTWARE	Reg. No. TMA537150	TigerDirect.Ca	Canada	(1)	Registered

GO CONFIGURE	Reg. No. 2534402	Global Computer Supplies Inc.	United States	40	Registered
MACWHOLESALE	Reg. No. 2032285	Global Computer Supplies Inc.	United States	42	Registered
GLOBAL COMPUTER	Reg. No. 2816180	Global Computer Supplies Inc.	United States	35	Registered
GLOBAL COMPUTER SUPPLIES	Reg. No. 2416746	Global Computer Supplies Inc.	United States	35	Registered
GLOBAL COMPUTER SUPPLIES	Reg. No. 4356502	Global Computer Supplies Inc.	United States	35	Registered
GLOBALCOMPUTER.COM	Reg. No. 2809849	Global Computer Supplies Inc.	United States	35	Registered
cōputerTV	Reg. 1287418	SYX Services Inc.	Australia	9, 35, 38, 41	Registered
LOGAN	Reg. No. 4153671	SYX Services Inc.	United States	41	Registered
	Reg. No. 3982109	SYX Services Inc.	United States	9, 35, 38, 41	Registered
cōputerTV	Reg. No. 3769489	SYX Services Inc.	United States	9, 35, 38, 41	Registered
cōputerTV	Reg. No. 3801652	SYX Services Inc.	United States	9, 35, 38, 41	Registered
DETECTIVE	Reg. No. 4109695	SYX Services Inc.	United States	35	Registered
LAPTOP WEEK	Reg. No. 3956191	SYX Services Inc.	United States	35	Registered
OOPS, WE'VE DROPPED OUR PRICES!	Reg. No. 4572763	SYX Services Inc.	United States	35	Registered
PINK FRIDAY	Reg. No. 3541420	SYX Services Inc.	United States	35	Registered
PINK FRIDAY	Reg. No. 4091635	SYX Services Inc.	United States	35, 36	Registered

	Reg. No. 4430979	SYX Services Inc.	United States	36, 42	Registered
4SIGHT	Reg. 4201672	SYX Services Inc.	United States	41	Registered
	Reg. No. 4037739	Tek Serv Inc.	United States	36	Registered

