

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512742

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|---|--|------------------------------------|----------------------|
| 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 Ave. | | |
| City: | El Segundo | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90245 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3651799 | TIGERDIRECT.COM DISCOUNT COMPUTERS | |
| 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 Halpern | | |
| Address Line 1: | 2040 Main Street, 14th Floor | | |
| Address Line 4: | Irvine, CALIFORNIA 92614 | | |
| ATTORNEY DOCKET NUMBER: | PCMA2.043T | | |
| NAME OF SUBMITTER: | Stacey Halpern | | |
| SIGNATURE: | /Stacey R. Halpern/ | | |
| DATE SIGNED: | 03/05/2019 | | |
| Total Attachments: 8 | | | |
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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: EVP & 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 |
| cōmputerTV | 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 |
| cōmputerTV | 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 |



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|---|---------------------|-------------------|----------------------|------------|------------|
| 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 |

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|---|---------------------|---------------------|---------------|--------|------------------|
|  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 |

TRADEMARK

REEL: 006581 FRAME: 0141

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| 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 |

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|---|------------------|-------------------|---------------|--------|------------|
|  | 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 |