

08-18-2005



To the Honorable Commissioner

102984728

Send original documents or copy thereof.

1. Name of conveying party(ies): 3-12-04
Cyberian Outpost, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 9, 2004

2. Name and address of receiving party(ies)

Name: Fry's Electronics, Inc.
Internal Address: _____
Address: _____
Street Address: 600 E. Brokaw Road
City: San Jose State: CA Zip: 95112

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,611,160;
2,622,613; 2,664,987; 2,343,207
2,489,964

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Aldo J. Test

Internal Address: DORSEY & WHITNEY LLP

Street Address: Suite 3400, Four
Embarcadero Center

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 200.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
32940

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maria Swiatek
Name of Person Signing Signature

Maria Swiatek
Signature

March 22, 2004
Date

3
Total number of pages including cover sheet, attachments, and document:

03/15/2004 BBYRNE 0000002E 0511160

01 FC:0521
02 FC:0522

40.00 OP
100.00 CP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Docket # 08-3563
03077-5

TRADEMARK ASSIGNMENT

WHEREAS Cyberian Outpost, Inc., a Delaware Corporation, having an office and place of business at 600 E. Brokaw Road, San Jose, CA 95112 ("Assignor") is the owner of the following trademarks free and clear of any lien, encumbrance, charge, equity or restriction:

OUTPOST.COM	Registration No. 2,611,160
OUTPOST.COM	Registration No. 2,622,613
OUTPOST.COM and design	Registration No. 2,664,987
OUTPOST AUCTIONS.COM	Registration No. 2,343,207
OUTPOST AUCTIONS.COM and design	Registration No. 2,489,964

WHEREAS Fry's Electronics, Incorporated, a California Corporation, having an office and place of business at 600 E. Brokaw Road, San Jose, CA 95112 ("Assignee"), is desirous of acquiring all rights Assignor has or may have in and to said trademark registrations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer and set over unto Assignee, all right, title and interest in and to the trademarks together with the good will of the business symbolized by the marks the listed registrations and corresponding foreign trademark registrations, including without limiting the generality of the foregoing, the right of priority to file corresponding applications in any and all countries, and all claims for damages for past infringement thereof and the right to sue and collect such damages; the trademarks to be held by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns as fully and entirely as they would have been held and enjoyed by Assignor had such assignment and sale not been made.

Assignor hereby authorizes and requests the duly authorized officials of the United States and foreign countries concerned to take such action as may be required to give effect to the sale, assignment and transfer made herein, including the issuance of any United States and foreign trademark registrations of the referenced trademarks to Assignee, its successors and assigns; and Assignor further agrees to do all things necessary to effectuate such sale, assignment and transfer in respect to each such trademark.

Executed this 9th day of February, 2004.

BY: 

ITS: Executive V.P.