

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GPV Network & Systems Consulting, Inc.		10/10/2003	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PC Mall, Inc.		
<b>Street Address:</b>	2555 W. 190th Street		
<b>City:</b>	Torrance		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90504		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2361713	GVP INCORPORATED NETWORK & SYSTEMS CONSULTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	mwadsworth@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor/Marjorie Wadsworth		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2482		
<b>ATTORNEY DOCKET NUMBER:</b>	27964-24061.00		
<b>NAME OF SUBMITTER:</b>	Marjorie Wadsworth		
<b>Total Attachments: 2</b>			
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**CH \$40.00 2361713**

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of October 10, 2003 (the "Effective Date") by and between GVP Network & Systems Consulting, Inc. ("Assignor"), an Ohio corporation with its principal place of business at 10766 Montgomery Road, Cincinnati, Ohio, and PC Mail, Inc. ("Assignee"), a Delaware corporation with its principal place of business at W. 190th Street, Torrance, California (referred to collectively as the "Parties" and individually as a "Party")

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademarks GVP and GVP INCORPORATED NETWORK & SYSTEMS CONSULTING, including all right, title and interest in and to United States Trademark Registration No. 2,361,713 (the "Marks"), for services in International Class 42 identified as "computer consultation, namely, network and systems consulting," and to the trademark covered thereby and to the goodwill and reputation of the business connected with and symbolized by this trademark;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Marks to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. **Assignment.** Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Marks, including without limitation (a) all national, foreign and state registrations, applications for registration and renewals and extensions thereof; (b) all common law rights related thereto; (c) all goodwill associated therewith, and (d) and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Marks; and to settle and retain proceeds from any such actions) (collectively, the "Rights"). Subject to a thirty (30) day period within which Assignor is entitled to phase out all existing uses of the Marks (the "Phaseout Period") Assignor shall not retain any rights to use the Marks and agrees not to challenge the validity of Assignee's ownership in the Marks. The Phaseout Period shall commence upon Assignor's receipt of all payments due hereunder, and shall last for 30 days thereafter.

2. **Cooperation.** Assignor shall execute such written instruments, extend such other cooperation and perform such other acts as may be necessary or appropriate, in the opinion of Assignee, to convey, establish, evidence, maintain, defend and enforce Assignee's Rights in the Mark; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

3. **Payment.** As full payment for the assignment of the Marks, Assignee shall pay to Assignor the sum of five thousand United States dollars (US\$5000) within five (5) business days of the Effective Date, by check payable to Garner Holdings Corporation, 8595 Beechmont Ave., Suite 306, Cincinnati OH, 45255, which is the parent company of Assignor.


4. **Representations and Warranties.** (a) Assignor has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) Assignor's execution of and performance under this Agreement shall not breach any oral or written agreement with any third party, and no such agreement or arrangement of any kind with any third party shall in any way limit, restrict or impair the Rights granted to Assignee under this Agreement; (c) Assignor has the right to grant the Rights granted herein, free and clear of any adverse claims of any kind and without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained; (d) the Marks and the exercise of the Rights granted herein do not and shall not infringe, misappropriate or violate any trademark or other rights of any third party; and (e) the Marks shall not be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments. Assignor agrees to indemnify and hold harmless Assignee and its officers, directors, employees, stockholders and agents from and against any claims, damages, liabilities, losses, costs and expenses (including attorneys' fees and costs) arising out of or related to any breach of the foregoing representations and warranties.

5. **Miscellaneous.** This Agreement is made under and shall be construed in accordance with the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Parties. The

Parties hereto shall not be considered as joint venturers, partners, employers or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR:  
~~ASSIGNEE~~

By:   
Name: DIRK GARNER  
Title: CEO

ASSIGNEE:  
~~ASSIGNOR~~

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_