

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Beyond.com Corporation		08/31/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BeyondROI, LLC.		
<b>Street Address:</b>	1250 East Hallandale Beach Blvd..		
<b>Internal Address:</b>	Suite 604		
<b>City:</b>	Hallandale		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33009		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2613841	BEYOND.COM	
Registration Number:	2613843	BEYOND.COM	
Serial Number:	76022025	BEYOND.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212 969-3000		
<b>Email:</b>	TRADEMARK@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE, LLP		
<b>Address Line 1:</b>	1585 BROADWAY		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036-8299		
<b>NAME OF SUBMITTER:</b>	Attorney for Applicant		
<b>Signature:</b>	/Jenifer deWolf Paine/		

CH \$90.00 2613841

Date:

03/10/2005

Total Attachments: 2

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## ASSIGNMENT

This Assignment is made this 31 day of August 2004, by and between Beyond.com Corporation, a Delaware corporation ("Assignor") on the one hand, and BeyondROI, LLC, a Florida limited liability company ("Assignee") on the other hand.

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement dated June 23, 2004 (the "Purchase Agreement"), pursuant to which Assignors have agreed, *inter alia*, to assign to Assignee all of Assignor's trademarks, trade names and service marks, including, without limitation, all trademarks, trade names and service marks of Assignor identified on Schedule A hereto (together with all accompanying good will and all corresponding United States and foreign trademark registrations therefor, including all rights to sue and recover for past infringement (collectively, the "Trademarks");

**WHEREAS**, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wish to assign its entire right, title and interest in and to the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title and interest in and to the Trademarks.

2. Assignor agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Assignee in and to the Trademarks as Assignee may deem appropriate. *up to and until a final decree is entered closing the Assignor's bankruptcy case.*

**IN TESTIMONY WHEREOF**, Assignor and Assignee have caused this Assignment to be executed and delivered by its duly authorized officers this    day of August, 2004.

**BEYOND.COM CORPORATION**

By   
John P. Barratt, Responsible Person

**BEYONDROI, LLC**

By: \_\_\_\_\_  
Richard J. Pollack, President

Schedule A

<b>MARK</b>	<b>REG. / SERIAL NO.</b>
BEYOND.COM	2,613,841
beyond.com (and design)	2,613,843
BEYOND.COM	76/022,025

**TRADEMARK**

**RECORDED: 03/10/2005**

**REEL: 003044 FRAME: 0453**