

**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>
BeyondROI, LLC		05/13/2005	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Artemis HR, Inc.		
<b>Street Address:</b>	620 Freedom Business Center		
<b>Internal Address:</b>	Suite 120		
<b>City:</b>	King of Prussia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19406		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76022025	BEYOND.COM	
<b>Registration Number:</b>	2613841	BEYOND.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(215) 981-4526		
<b>Email:</b>	milgramm@pepperlaw.com		
<b>Correspondent Name:</b>	Marla R. Milgram, Esquire		
<b>Address Line 1:</b>	Eighteenth & Arch Streets		
<b>Address Line 2:</b>	3000 Two Logan Square		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2799		
<b>ATTORNEY DOCKET NUMBER:</b>	130470.2		
<b>NAME OF SUBMITTER:</b>	Marla R. Milgram		

OP \$65.00 76022025

Signature:	/marlarmilgram/
Date:	01/05/2006
<b>Total Attachments: 7</b> source=beyond_tm assignment#page1.tif source=beyond_tm assignment#page2.tif source=beyond_tm assignment#page3.tif source=beyond_tm assignment#page4.tif source=beyond_tm assignment#page5.tif source=beyond_tm assignment#page6.tif source=beyond_tm assignment#page7.tif	

Assignment

This Assignment is executed on May 13, 2005, by and between BeyondROI, LLC, a Florida limited liability company ("Assignor") and Artemis HR, Inc., a Pennsylvania corporation ("Assignee");

In consideration of the mutual covenants contained herein, in the Domain Name Purchase Agreement dated as May 13, 2005, and in the Consent Agreement dated as of May 13, Assignor hereby assigns and transfers to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the domain name and trademarks listed on Schedule 1 attached hereto, together with all of the goodwill associated therewith, and any registrations or pending applications for registration in connection therewith, and the right to recover for past infringement as fully and entirely as Assignor might have if this assignment and sale had not been made.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives on the day first written above.

ASSIGNOR:

BEYONDROI, L.L.C.

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

ASSIGNEE:

ARTEMIS HR, INC.

By: Richard R. Milgram 5/13/05  
Name: Richard R. Milgram  
Title: President

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives on the day first written above.

ASSIGNOR:

BEYONDROI, L.L.C.

By: \_\_\_\_\_

  
Richard Pollack, President

ASSIGNEE:

ARTEMIS HR, INC.

By: \_\_\_\_\_

Name: Richard R. Milgram  
Title: President

**SCHEDULE 1 TO ASSIGNMENT AGREEMENT**

(i) Domain Name: Beyond.com

(ii) Trademarks:

<u>Mark</u>	<u>Country:</u>	<u>Reg. No./ (Serial No.)</u>
BEYOND.COM	U.S.	2,613,841
BEYOND.COM (and design),	U.S.	2,613,843
BEYOND.COM ESTORE	U.S.	(76/024,499)
BEYOND.COM	U.S.	(76/022,025)
BEYOND.COM	Argentina	1820201
BEYOND.COM	Argentina	1820202
BEYOND DOT COM	Argentina	1793160
BEYOND DOT COM	Argentina	1793161
BEYOND DOT COM	Argentina	(2175976)
BEYOND DOT COM (design)	Argentina	1832136
BEYOND DOT COM (design)	Argentina	1817349
BEYOND.COM	Australia	770270
BEYOND DOT COM (design)	Australia	790032
BEYOND.COM	Bermuda	(31226)
BEYOND DOT COM (design)	Bermuda	(31229)
BEYOND DOT COM	Brazil	(821105710)
BEYOND DOT COM (design)	Brazil	(821544349)
BEYOND DOT COM (design)	Brazil	(821544357)
BEYOND.COM	Canada	TMA540501

BEYOND DOT COM	Canada	(1001633)
BEYOND DOT COM (design)	Canada	TMA55488
BEYOND.COM	Chile	544724
BEYOND DOT COM	Chile	543876
BEYOND DOT COM (design)	Chile	575454
BEYOND DOT COM (design)	Chile	556537
BEYOND DOT COM (design)	Chile	556538
BEYOND.COM	China	(99001102288)
BEYOND DOT COM (design)	China	1430990
BEYOND.COM	Columbia	01002124
BEYOND.COM	Columbia	(01002122)
BEYOND DOT COM (design)	Columbia	(01002128)
BEYOND DOT COM (design)	Columbia	(01002127)
BEYOND.COM	Costa Rica	120530
BEYOND.COM	Costa Rica	120532
BEYOND DOT COM (design)	Costa Rica	120531
BEYOND DOT COM (design)	Costa Rica	120533
BEYOND.COM	Czech Republic	231792
BEYOND DOT COM (design)	Czech Republic	231793
BEYOND.COM	European Community	(889691)
BEYOND DOT COM	European Community	000890491
BEYOND DOT COM (design)	European Community	001129337
BEYOND.COM	Finland	218604

BEYOND DOT COM (design)	Finland	218605
BEYOND.COM	Hong Kong	(111551998)
BEYOND DOT COM (design)	Hong Kong	B2668/2001
BEYOND DOT COM (design)	Hong Kong	B75712001
BEYOND.COM	Iceland	7361999
BEYOND DOT COM (design)	Iceland	7371999
BEYOND.COM	India	(848953)
BEYOND.COM	Indonesia	462203
BEYOND.COM	Indonesia	462289
BEYOND DOT COM (design)	Indonesia	462204
BEYOND DOT COM (design)	Indonesia	461916
BEYOND.COM	Israel	126807
BEYOND.COM	Israel	126808
BEYOND DOT COM (design)	Israel	126809
BEYOND DOT COM (design)	Israel	126810
BEYOND DOT COM (design)	Israel	131714
BEYOND.COM	Japan	(17111999)
BEYOND DOT COM (design)	Japan	(516581999)
BEYOND.COM	Korea (South)	61306
BEYOND DOT COM	Korea (South)	60508
BEYOND.COM	Malaysia	(9904439)
BEYOND.COM	Malaysia	(9904440)
BEYOND DOT COM (design)	Malaysia	(9904441)

BEYOND DOT COM (design)	Malaysia	(9904442)
BEYOND.COM	Mexico	599569
BEYOND DOT COM	Mexico	599570
BEYOND DOT COM (design)	Mexico	647505
BEYOND DOT COM (design)	Mexico	647506
BEYOND DOT COM (design)	Mexico	646702
BEYOND.COM	New Zealand	307317
BEYOND.COM	New Zealand	307318
BEYOND DOT COM (design)	New Zealand	307319
BEYOND DOT COM (design)	New Zealand	307320
BEYOND.COM	Norway	197038
BEYOND DOT COM	Norway	197039
BEYOND DOT COM (design)	Norway	230762
BEYOND DOT COM (design)	Panama	10355201
BEYOND DOT COM (design)	Panama	103551
BEYOND.COM	Panama	103550
BEYOND.COM	Panama	103553
BEYOND.COM	Philippines	(4199903538)
BEYOND DOT COM (design)	Philippines	(4199903539)
BEYOND.COM	Poland	Z208748
BEYOND DOT COM (design)	Poland	Z208747
BEYOND DOT COM (design)	Romania	(56150)
BEYOND.COM	Singapore	(T9808768)



BEYOND DOT COM	Singapore	(T9808767)
BEYOND DOT COM (design)	Singapore	T9903592B
BEYOND DOT COM (design)	Singapore	T9903593J
BEYOND.COM	South Africa	(9905118)
BEYOND.COM	South Africa	(99005119)
BEYOND DOT COM (design)	South Africa	(9905120)
BEYOND DOT COM (design)	South Africa	(9905121)
BEYOND.COM	Switzerland	466476
BEYOND DOT COM	Switzerland	466419
BEYOND DOT COM (design)	Switzerland	466986
BEYOND.COM	Taiwan	120431
BEYOND.COM	Taiwan	131934
BEYOND DOT COM (design)	Taiwan	128218
BEYOND.COM	Turkey	1999004224
BEYOND DOT COM (design)	Turkey	1999004223