

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bargain Network, Inc.		11/30/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bargain Network, Inc.		
Street Address:	6330 Hollister Avenue		
City:	Goleta		
State/Country:	CALIFORNIA		
Postal Code:	93117		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2447748	CENTURYDIRECT	
CORRESPONDENCE DATA			
Fax Number:	(202)293-6330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-956-7685		
Email:	CarrierR@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1701 Pennsylvania Avenue, N.W.		
Address Line 2:	Sullivan & Cromwell LLP, Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	Rita M. Carrier		
Signature:	/Rita M. Carrier/		
Date:	07/11/2007		

OP \$40.00 2447748

Total Attachments: 6

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**GENERAL ASSIGNMENT, ASSUMPTION AGREEMENT
AND BILL OF SALE**

This General Assignment, Assumption Agreement and Bill of Sale ("Bill of Sale") is entered into as of November 30, 2004, pursuant to that certain Asset Purchase Agreement (the "Agreement") dated as of October 19, 2004 by and between VERTRUE, INCORPORATED, a Delaware corporation, BARGAIN NETWORK, INC., a Delaware corporation ("Buyer"), BARGAIN NETWORK, INC., a California corporation (the "Seller") and those shareholders of Seller named therein. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

Seller, for valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, hereby transfers, conveys, assigns and delivers to Buyer all of Seller's right, title and interest in and to the Acquired Assets, including: (a) the Real Property identified on Schedule 2.1(a); (b) the Tangible Personal Property, all as identified on Schedule 2.1(b), except as provided in the next succeeding paragraph; (c) Intangible Personal Property as identified on Schedule 2.1(c); (d) the Intellectual Property as identified on Schedule 2.1(d); (e) the Business Contracts as identified on Schedule 2.1(e) attached hereto and incorporated herein by this reference, (f) Inventories as identified on Schedule 2.1(f); (g) the claims and causes of action, matured or unmatured, absolute or contingent, relating to or arising out of or in connection with or relating to the Acquired Assets, including without limitation all of Seller's rights to recover past, present and future damages for the breach, infringement or misappropriation, as the case may be, of the Intellectual Property and the Contracts; and (h) the Books and Records of Seller. Notwithstanding anything herein to the contrary, this Bill of Sale shall not transfer, convey, assign or deliver to Buyer any right, title or interest in or to the Excluded Assets.

Notwithstanding the foregoing paragraph, any Tangible Personal Property identified on Schedule 2.1(a) which is subject to one of the following leases is retained by Seller, and will be held by Seller under the interim arrangement set forth in a letter agreement between Buyer, Seller and Parent of even date:

A.	Santa Barbara Bank & Trust (Lease No. 002 0011100-000 and No. 002 0012163-000)
B.	GE Capital (Lease - #4234554-002 and #4234554 - 001)
C.	Citicorp Vendor Finance (Lease No. 327305, No. 3361220 and No. 3580120)
D.	IBM Credit Corp (NKA#816642)
E.	Canon Financial Services (Lease No. 10137596 001)
F.	IFC Credit Corp (IFC MLA #22141601)
G.	GE Capital/Macarthur Business Credit, LLC (Lease - #08002-13)

Buyer hereby assumes and is obligated to pay and discharge only (a) the executory obligations of Seller under the Business Contracts, except to the extent any such obligations arise out of or result from Seller's breach of or default in its obligations under the Business Contracts prior to the Closing and (b) the liabilities and obligations, if any, which are specifically identified on Schedule 2.3. Except for the Assumed Liabilities, Buyer is not assuming and is not obligated to pay or discharge any debts, obligations or other liabilities of Seller, including without limitation any of the Excluded Liabilities.

At any time and from time to time after the date hereof, Seller shall execute and deliver or cause to be executed and delivered such instruments, documents, agreements, consents and assurances and take such other actions as Buyer reasonably may require to more effectively convey, transfer to and vest in Buyer and to put Buyer in possession of the Acquired Assets.

This Bill of Sale shall be binding upon and enforceable against Seller and its successors and permitted assigns and shall inure to the benefit of and be enforceable by Buyer and its successors and permitted assigns. The terms, provisions and conditions of this Bill of Sale may be amended only by agreement in writing of both parties. No waiver of any provision nor consent to any exception to the terms of this Bill of Sale or any agreement contemplated hereby will be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

No failure on the part of either party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

This Bill of Sale is executed and delivered pursuant to the Agreement and is subject to the representations, warranties, covenants, terms, conditions and other provisions of the Agreement. All representations, warranties, agreements and indemnities of Seller with respect to the Acquired Assets set forth in the Agreement will continue in effect as provided therein and will not be deemed to be amended, modified, terminated or superseded by or merged with this Bill of Sale.

If any provision of this Bill of Sale is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the parties. All other provisions of this Bill of Sale will be deemed valid and enforceable to the extent possible. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

All schedules and exhibits, attached hereto and referred to herein, are an integral part of this Bill of Sale and are incorporated herein by reference hereby.


This Bill of Sale has been jointly negotiated by the parties and is to be interpreted according to its fair meaning as if the parties had prepared it together and not strictly for or against any party. In this Bill of Sale whenever the context so requires, the gender includes the neuter, feminine and masculine and the number includes the singular and the plural and the words "person" and "party" include individuals, corporations, partnerships, firms, trusts, associations, other legal entities and any group of persons acting in concert. Any references to parties, Articles, Sections, Subsections, Exhibits or Schedules shall be to the parties hereto and the relevant Articles, Sections, Subsections, Exhibits or Schedules of the Agreement as appropriate. The word "or" is inclusive and shall also mean "and." The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular articles, section or other subdivision. References in this Bill of Sale to "provisions" of this Bill of Sale refer to the terms, conditions and promises contained in this Bill of Sale taken as a whole. All references to days, months, quarters or years are references to business days, calendar months, calendar quarters or calendar years. The words "includes" and "including" shall mean by way of example and not by way of limitation.

This Bill of Sale may be executed in counterparts, which shall be considered one and the same agreement and shall become effective when a counterpart has been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed and delivered this General Assignment, Assumption Agreement and Bill of Sale by persons duly authorized as of the date first set forth above.

Seller: Bargain Network, Inc.
a California corporation

Buyer: Bargain Network, Inc.
a Delaware corporation


by _____, _____ by _____, _____

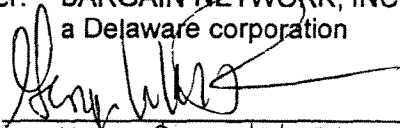
IN WITNESS WHEREOF, the undersigned have executed and delivered this General Assignment, Assumption Agreement and Bill of Sale by persons duly authorized as of the date first set forth above.

Seller: BARGAIN NETWORK, INC.
a California corporation

Buyer: BARGAIN NETWORK, INC.
a Delaware corporation

By: _____

Name:
Title:

By:  _____

Name: George W. Thomas
Title: Secretary

[Signature Page to General Assignment, Assumption Agreement and Bill of Sale]

Schedule 2.1(d)
(Intellectual Property)

Part 1 – Intellectual Property registered or filed

I.P.	Description	Jurisdiction
CENTURY DIRECT	Mark. <u>Registered</u> May 1, 2001. Int. Class 35. Reg. number 2,447,748.	USA
BARGAIN NETWORK	Mark (name). Application number 78/326,422 filed Nov. 11, 2003.	USA
BARGAIN NETWORK (& DESIGN)	Design mark (logo with magnifying glass design). <u>Registered</u> February 17, 2004. Int. Class 42. Reg. number 2,815,445.	USA
BARGAIN NETWORK (stylized letters)	Design mark (logo as of December, 2003). Application number 78/401,938 filed April 14, 2004.	USA
BARGAIN.COM	Mark (name). Application number 78/314,735 filed October 16, 2003.	USA
BARGAIN.COM (& DESIGN)	Design mark. Application number 78/326,415 filed November 11, 2003.	USA
NEVER PAY RETAIL AGAIN!	Mark (phrase). <u>Registered</u> September 3, 2002. Int. Class 42. Reg. number 2,615,169.	USA
PRICESTORE (& DESIGN)	Design mark. Application number 78/274,614 filed July 15, 2003.	USA
PRICESTORE	Mark (name). Application number 78/327,122 filed November 12, 2003.	USA
PRICESTORE (& DESIGN)	Design mark. Application number 1,184,913 filed July 17, 2003.	Canada
PRICESTORE (& DESIGN)	Design mark. Application number 003282647 filed July 21, 2003.	CTM (EU)
PRICESTORE (& DESIGN)	Design mark. Application number 2003-60289 (Trademark Office has assigned ID NO. 503258144) filed July 17, 2003.	Japan
PRICESTORE (& DESIGN)	Design mark. Class 35 application. Application number 621,631 filed September 30, 2003.	Mexico
PRICESTORE (& DESIGN)	Design mark. <u>Registered</u> November 18, 2003. Int. Class 42. Reg. number 812,917.	Mexico
SHOP SMARTER	Mark (phrase). Application number 78/324,356 filed November 6, 2003.	USA
DON'T GET SOLD	Mark (phrase). <u>Allowed</u> ; Statement of Use due September 11, 2004. Application number 78/137,118 filed June 19, 2002.	USA

Part 2 – Intellectual Property Material to the Business

A. Names, phrases

1. Corporate names
 - a. Bargain Network, Inc.
 - b. Century Direct, Inc.
 - c. Century Direct Marketing, Inc.
2. Trade Names
 - a. Bargain Network
 - b. BNI