

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GSI Commerce Solutions, Inc.		01/11/2008	CORPORATION: DELAWARE
GSI Commerce, Inc.		01/11/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	CORPORATION: UNKNOWN

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	2571064	360 INFO SPIN
Registration Number:	2498687	FOGDOG
Registration Number:	2414512	FOGDOG
Registration Number:	2683960	FOGDOG
Registration Number:	2567786	FOGDOG
Registration Number:	2527899	FOGDOG
Registration Number:	2590838	FOG DOG
Registration Number:	2587627	FOGDOG
Registration Number:	2516840	THE ATHLETE'S TOY STORE
Registration Number:	2516897	FIT FILES
Registration Number:	2958613	DEAL HAVEN
Registration Number:	2886204	GLOBAL SPORTS
Registration Number:	3041044	GSI COMMERCE

CH \$640.00 2571064

Registration Number:	2900595	GSI COMMERCE
Registration Number:	3288191	
Registration Number:	3233493	
Registration Number:	2958618	SO MANY ITEMS SO LITTLE PRICES
Registration Number:	2634168	NEWROADS
Registration Number:	2558320	NEWROADS
Registration Number:	2558321	NEWROADS
Registration Number:	2595434	NEWROADS
Registration Number:	2541640	NEWROADS
Registration Number:	2541641	NEWROADS
Registration Number:	2545755	PDS
Serial Number:	77219469	DESK TO DOOR

**CORRESPONDENCE DATA**

Fax Number: (703)836-2021  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (703) 836-6620  
Email: fred.hathaway@bipc.com  
Correspondent Name: Fred W. Hathaway  
Address Line 1: P.O. Box 1404  
Address Line 4: Alexandria, VIRGINIA 22313-1404

ATTORNEY DOCKET NUMBER:	0011046-301645
NAME OF SUBMITTER:	Fred W. Hathaway
Signature:	/Fred W. Hathaway/
Date:	01/25/2008

**Total Attachments: 14**  
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**TRADEMARK**

**REEL: 003703 FRAME: 0801**

## PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT

This Patent, Trademark and Copyright Collateral Assignment (as amended, restated, modified or supplemented from time to time, the "Assignment"), dated as of January 11, 2008, is made and entered into by and among GSI COMMERCE SOLUTIONS, INC., (the "Borrower"), a Delaware corporation, GSI COMMERCE, INC. (the "Parent"), a Delaware corporation and each of the other undersigned Persons listed on the signature pages hereto and each of the other Persons that become bound hereby from time to time by joinder, assumption or otherwise (the Borrower, the Parent and each other such Person parties hereto, each an "Assignor" and collectively the "Assignors") and PNC BANK, NATIONAL ASSOCIATION acting as Administrative Agent for itself and the Lenders (the "Assignee").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of the date hereof by and among the Borrower, the Guarantors now or hereafter party thereto, the Administrative Agent and the Lenders now or hereafter party thereto, the Administrative Agent and the Lenders have agreed to provide certain Loans and other financial accommodations to the Borrower and the Borrower and Guarantors have agreed, among other things, to assign to the Assignee certain patents, trademarks, copyrights and other property as collateral security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Assignment shall have the respective meanings given to them in the Credit Agreement.
2. To secure the payment and performance of all Obligations of the Assignors now or hereafter existing including, without limitation, principal, interest, fees, expenses, costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), each Assignor hereby grants, assigns and conveys to Assignee a security interest in the entire right, title and interest of such Assignor in and to all trade names, patent applications, patents, trademark applications, trademarks and copyrights whether now owned or hereafter acquired by such Assignor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate (collectively, the "Patents, Trademarks and Copyrights").

3. Each Assignor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of Assignors' knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth on Schedule B hereto and except for Permitted Liens, Assignors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignors not to sue third persons;

(d) Each Assignor has the corporate power and authority to enter into this Assignment and perform its terms;

(e) no claim has been made to Assignors or, to the knowledge of any Assignor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party where any such claim could reasonably be expected to result in a Material Adverse Change;

(f) Assignors have used, and will continue to use for the duration of this Assignment, consistent standards of quality in their products sold under the Patents, Trademarks and Copyrights; and

(g) Assignors have used, and will continue to use for the duration of this Assignment, proper statutory notice in connection with their use of the Patents, Trademarks and Copyrights.

4. Each Assignor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Assignor's obligations under this Assignment, without Assignee's prior written consent which shall not be unreasonably withheld.

5. If, before the Secured Obligations shall have been satisfied in full, any Assignor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Assignment shall automatically apply thereto and such Assignor shall give to Assignee prompt notice thereof in writing. Assignors and Assignee agree to modify this Assignment by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Assignment shall apply thereto.

6. Unless and until the Secured Obligations are declared due and payable pursuant to Section 8.2 of the Credit Agreement, Assignee hereby grants to Assignors the exclusive, nontransferable right and license under the Patents, Trademarks and Copyrights to make, have made for it, use and sell the inventions and products disclosed and claimed in the Patents, Trademarks and Copyrights in accordance with any specifications provided by Assignee for Assignors' own benefit and account and for none other. All use by Assignors of the trademarks which are part of the Patents, Trademarks and Copyrights shall inure to the benefit of Assignee. Each Assignor agrees not to sell or assign its interest in, or outside of the ordinary course of business and in such case, with notice to the Assignee, grant any sublicense under, the license granted to Assignors in this Paragraph 6, without the prior written consent of Assignee which shall not be unreasonably withheld. Assignee reserves the right upon reasonable notice during normal business hours to inspect the operations and facilities of Assignors from time to time for the purpose of ensuring that the standards and quality requirements of Assignee are met.

7. If and during the period that the Secured Obligations are declared due and payable pursuant to Section 8.2 of the Credit Agreement, Assignors' license under the Patents, Trademarks and Copyrights as set forth in Paragraph 6 shall terminate, Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, Assignee may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Pittsburgh, Pennsylvania, or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Assignee, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Borrower, as agent for the Assignors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Borrower, as agent for the Assignors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which Assignors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under

the Patents, Trademarks and Copyrights to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Assignor hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Assignment.

9. At such time as Assignors shall have indefeasibly paid in full all of the Secured Obligations and the Commitments shall have terminated, this Assignment shall terminate and Assignee shall execute and deliver to Assignors all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Assignee in connection with the preparation of this Assignment and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Assignors within fifteen (15) days of demand by Assignee, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Assignors shall have the duty, through counsel reasonably acceptable to Assignee, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Assignment or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Assignors to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Assignors. Assignors shall not abandon any Patent, Trademark or Copyright unless in Assignors' reasonable business judgment such asset is without material value, without the consent of Assignee, which shall not be unreasonably withheld.

12. Assignors shall have the right, with the consent of Assignee, which shall not be unreasonably withheld, to bring suit, action or other proceeding in their own name, and to join Assignee, if necessary, as a party to such suit so long as Assignee is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including reasonable legal fees, incurred by Assignee as a result of such suit or joinder by Assignors.

13. No course of dealing between Assignors and Assignee, nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Assignee's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Assignment in any jurisdiction.

16. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5 and Paragraph 19.

17. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Assignment shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

19. It is anticipated that additional Persons will from time to time become Subsidiaries of one or more Assignors, and, each of such Subsidiaries will be required to join the Assignment. It is acknowledged and agreed that new Subsidiaries of one or more Assignors will become Assignors hereunder and will be bound hereby simply by executing and delivering to the Administrative Agent a Guarantor Joinder in the form of Exhibit 1.1 (G)(1) to the Credit Agreement. In addition an addendum to Schedule A hereto shall be provided to the Administrative Agent showing the Patents, Trademarks and Copyrights owned by such new Subsidiary. The addition of such new Subsidiary as an Assignor hereunder shall not require the consent of any other Assignor, nor shall the execution of any joinder or amendment by existing Assignors be required to effectuate the addition of new Assignors hereunder.

20. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION

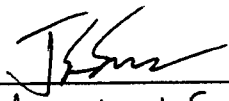
By: J. M. Napoli  
Title: Sr. V. P.

Signature page to Patent, Trademark and Copyright Agreement


**TRADEMARK**  
**REEL: 003703 FRAME: 0807**



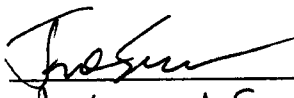
ATTEST:

  
Assistant Secretary (Seal)


GSI COMMERCE SOLUTIONS, INC.

By:   
Michael R. Conn  
EVP, Finance and CFO


ATTEST:

  
Assistant Secretary (Seal)


GSI COMMERCE, INC.

By:   
Michael R. Conn  
EVP, Finance and CFO

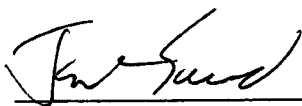
ATTEST:

  
Assistant Secretary, GSI (Seal)  
Commerce, Inc.

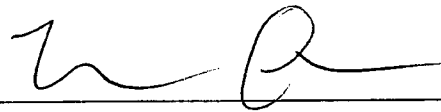
935 KOP ASSOCIATES, LLC  
BY: GSI COMMERCE, INC., its sole  
member and manager

By:   
Michael R. Conn  
EVP, Finance and CFO

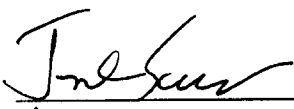
ATTEST:

  
Assistant Secretary, GSI (Seal)  
Commerce, Inc.


1075 FIRST GLOBAL ASSOCIATES, LLC  
BY: GSI COMMERCE, INC., its sole  
member and manager

By:   
Michael R. Conn  
EVP, Finance and CFO

ATTEST:

  
Assistant Secretary (Seal)

GSI COMMERCE CALL CENTER, INC..

By:   
Michael R. Conn  
EVP, Finance and CFO

ATTEST:

Jan Suss  
Assistant Secretary (Seal)

ASFD, INC.

By: [Signature]  
Michael R. Conn  
EVP, Finance and CFO

ATTEST:

Jan Suss  
Assistant Secretary (Seal)

GSI LEGACY HOLDINGS, INC.

By: [Signature]  
Michael R. Conn  
EVP, Finance and CFO

ATTEST:

Jan Suss  
Assistant Secretary (Seal)

GSI COMMERCE SOUTH, INC.

By: [Signature]  
Michael R. Conn  
EVP, Finance and CFO

ATTEST:

Jan Suss  
Assistant Secretary (Seal)

GSI EQUIPMENT, INC.

By: [Signature]  
Michael R. Conn  
EVP, Finance and CFO

ATTEST:

Jan Suss  
Assistant Secretary, (Seal)  
GSI Commerce Solutions, Inc.

7601 TRADE PORT DRIVE, LLC  
BY: GSI COMMERCE SOLUTIONS,  
INC., its sole member and  
manager

By: [Signature]  
Michael R. Conn  
EVP, Finance and CFO

Signature page to Patent, Trademark and Copyright Agreement

ATTEST:

ONLINE DIRECT, INC.

Jan Sund  
Assistant Secretary (Seal)

By: Michael R. Conn  
Michael R. Conn  
President

ATTEST:

PROMOTIONS DISTRIBUTOR  
SERVICES CORPORATION

Jan Sund  
Assistant Secretary (Seal)

By: Michael R. Conn  
Michael R. Conn  
President

Signature page to Patent, Trademark and Copyright Agreement






**TRADEMARK**  
**REEL: 003703 FRAME: 0810**


**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

**Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Current Owner</b>
360 INFO SPIN	USA	2,571,064	5/21/2002	FogDog, Inc.
FOGDOG	Argentina	1,797,889	7/3/2000	FogDog, Inc.
FOGDOG	Australia	791,287	4/16/1999	FogDog, Inc.
FOGDOG	Brazil	(821562983)	(4/16/1999)	FogDog, Inc.
FOGDOG	Canada	559,967	4/5/2002	FogDog, Inc.
FOGDOG	Chile	558,429	1/12/2000	FogDog, Inc.
FOGDOG	China	1,463,884	10/21/2000	FogDog, Inc.
FOGDOG	Costa Rica	118,395	2/8/2000	FogDog, Inc.
FOGDOG	CTM	1,147,404	4/21/1999	FogDog, Inc.
FOGDOG	Japan	4,446,541	1/19/2001	FogDog, Inc.
FOGDOG	Korea	61,327	5/18/2000	FogDog, Inc.
FOGDOG	Malaysia	0330/99	10/21/1998	FogDog, Inc.
FOGDOG	Mexico	633,052	4/21/1999	FogDog, Inc.
FOGDOG	Norway	198,345	7/2/1999	FogDog, Inc.
FOGDOG	Panama	100,239	4/22/1999	FogDog, Inc.
FOGDOG	Peru	20,142	1/26/2000	FogDog, Inc.
FOGDOG	Russia	192,148	4/20/1999	FogDog, Inc.
FOGDOG	South Africa	99/06151	4/15/1999	FogDog, Inc.
FOGDOG	Switzerland	466,749	4/15/1999	FogDog, Inc.
FOGDOG	Taiwan	126,209	7/16/2000	FogDog, Inc.
FOGDOG	USA	2,498,687	10/16/2001	FogDog, Inc.
FOGDOG	USA	2,414,512	12/19/2000	FogDog, Inc.
FOGDOG	USA	2,683,960	2/4/2003	FogDog, Inc.
FOGDOG	USA	2,567,786	5/7/2002	FogDog, Inc.
FOGDOG	USA	2,527,899	1/8/2002	FogDog, Inc.
FOGDOG	Venezuela	S 013,768	8/17/2000	FogDog, Inc.
FOGDOG & Design	USA	2,590,838	7/9/2002	FogDog, Inc.
				

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Current Owner
FOGDOG (Stylized) 	USA	2,587,627	7/2/2002	FogDog, Inc.
THE ATHLETE'S TOY STORE	USA	2,516,840	12/11/2001	FogDog, Inc.
FIT FILES	USA	2,516,897	12/11/2001	G.S.I., Inc.
DEAL HAVEN	USA	2,958,613	5/31/2005	GSI Commerce Solutions, Inc.
DESK TO DOOR	USA	(77/219,469)	(6/29/2007)	GSI Commerce Solutions, Inc.
GLOBAL SPORTS	USA	2,886,204	9/21/2004	GSI Commerce Solutions, Inc.
GLOBAL SPORTS OUTLET (Kentucky)	USA	14,760	10/3/2002	GSI Commerce Solutions, Inc.
GSI COMMERCE	USA	3,041,044	1/10/2006	GSI Commerce Solutions, Inc.
GSI COMMERCE & Design 	USA	2,900,595	11/2/2004	GSI Commerce Solutions, Inc.
GSI COMMERCE INTERNATIONAL	CTM	4,599,882	8/22/2005	GSI Commerce Solutions, Inc.
Miscellaneous Design 	USA	3,288,191	9/4/2007	GSI Commerce Solutions, Inc.
Miscellaneous Design 	USA	3,233,493	4/24/2007	GSI Commerce Solutions, Inc.
MONTEGO	USA	-	-	GSI Commerce Solutions, Inc.
SO MANY ITEMS SO LITTLE PRICES	USA	2,958,618	5/31/2005	GSI Commerce Solutions, Inc.
NEW ROADS and Design 	CTM	1,974,641	5/2/2003	NewRoads, Inc.

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Current Owner
NEW ROADS and Design ■ NEWROADS ■ ■ ■ ■	USA	2,634,168	10/15/2002	NewRoads, Inc.
NEW ROADS and Design ■ NEWROADS ■ ■ ■ ■	USA	2,558,320	4/9/2002	NewRoads, Inc.
NEW ROADS and Design ■ NEWROADS ■ ■ ■ ■	USA	2,558,321	4/9/2002	NewRoads, Inc.
NEWROADS	CTM	1,974,658	6/3/2004	NewRoads, Inc.
NEWROADS	USA	2,595,434	7/16/2002	NewRoads, Inc.
NEWROADS	USA	2,541,640	2/19/2002	NewRoads, Inc.
NEWROADS	USA	2,541,641	2/19/2002	NewRoads, Inc.
PDS and Design 	USA	2,545,755	3/12/2002	Promotions Distributor Services Corporation

#### Patents

None.

#### Copyrights

Automated database titled *Sporting Goods Database*, authored by GSI Commerce Solutions, Inc.

#### Domain Names

olympiasports.net
SPARTANSPORTS.INFO
SPORTCHALET.ORG
GSICOMMERCE-ZENDOR.COM
GSICOMMERCEZENDOR.COM
ZENDOR-GSICOMMERCE.COM
ZENDOR-GSICOMMERCE.EU
ZENDORGSICOMMERCE.COM
DEALHAVEN.COM
MAILG.NET
GIIJOES.ORG
GLOBALQVCSOLUTIONS.COM
GLOBALQVCSOLUTIONS.NET
GSICOMMERCEINC.COM

GSICOMMERCEINC.NET
GSICOMMERCEINCORPORATED.COM
GLOBALQVCSOLUTIONS.ORG
GSICOMMERCEINC.ORG
GSICOMMERCEINCORPORATED.ORG
GSI-INTERACTIVE.ORG
GSIINTERACTIVE.INFO
GSIINTERACTIVE.ORG
GS-INTERACTIVE.COM
QVCGLOBAL.COM
WWWFOGDOG.NET
FOGDOG.ORG
SPARTAN-SPORTS.COM
SPARTANSPORTS.NET
accretivecom.com
accretivecom.net
accretivecom.org
accretivecommerce.com
accretivecommerce.net
accretivecommerce.org
findmyairblox.com
findmybean.com
fulfillment.com
interactivemarketing.com
myaccretive.com
newroads.com
newroadssouth.com

**SCHEDULE B  
TO  
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES  
OTHER THAN PERMITTED LIENS**

To the Assignors' knowledge, none.

DMEAST #9957244 v1

**RECORDED: 01/25/2008**

**TRADEMARK  
REEL: 003703 FRAME: 0815**