

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
ArtSelect, Inc.		01/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Art.com, Inc.,		
Street Address:	2100 Powell Street, 10th Floor		
City:	Emeryville		
State/Country:	CALIFORNIA		
Postal Code:	94608		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75452318	ARTSELECT	
Serial Number:	78487711	ARTSELECT	
Serial Number:	78491642	ART GAZEBO	
Serial Number:	77235000	POSTERZ	
CORRESPONDENCE DATA			
Fax Number:	(312)759-5646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-357-1313		
Email:	mvallone@btlaw.com		
Correspondent Name:	Melissa A. Vallone		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
NAME OF SUBMITTER:	Melissa A. Vallone		
Signature:	/mvallone/		

CH \$115.00 75452318

Date:

02/11/2009

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is dated as of January 30, 2009, by Art.com, Inc., a Delaware corporation ("Assignee") and ArtSelect, Inc., a Delaware corporation ("Assignor"). All capitalized terms not otherwise defined herein shall have the meanings given them in that certain Asset Purchase Agreement by and between Assignee and Assignor, dated as of January 12, 2009.

WHEREAS, Assignee is party to an Asset Purchase Agreement (the "Purchase Agreement") with Assignor, whereby Assignee has, or will, purchase substantially all of the Assets of the Business, including all copyrights, trademarks and patents of Assignor;

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee all right, title and interest in and to all of its intellectual property, including rights to the names "ArtSelect", "PostersEtc.", "Art Gazebo" and "PosterZ", and including, and not limited to, all copyrights, trademarks and patents of Assignor, including but not limited to those set forth on Exhibit A (collectively and singularly, the "Intellectual Property");

WHEREAS, the Assignor and Assignee desire that the assignment of said rights in the trademarks and patents be made of record in the United States Patent and Trademark Office (where applicable), that the assignment of said rights be made of record in the applicable state trademark offices (where applicable), all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be, and that the assignment of the copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office;

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

I. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Intellectual Property, including, without limitation, the following assignments:

a. Assignor hereby assigns, transfers and delivers to Assignee, all right, title and interest in and to the trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past and present infringements of said trademarks, and the right to sue for and recover the same, in each case free and clear of all liens, claims, security interests and other encumbrances.

b. Assignor hereby assigns, transfers and delivers to Assignee all right, title, and interest in and to the copyrights including all registrations and applications, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said

copyrights and the right to sue for and recover the same, in each case free and clear of all liens, claims, security interests and other encumbrances. Assignor hereby waives any claim that Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyrights law of any jurisdiction with respect to said copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

c. Assignor hereby assigns, transfers and delivers to Assignee the full, exclusive, and entire right, title, and interest in and to the patents, including any provisional rights therein, in and to any divisions, continuations, continuations-in-part, reexaminations and reissues thereof, and in and to any and all inventions disclosed or described in said patent application and improvements thereof, preparatory to obtaining Letters Patent of the United States therefor; and Assignor hereby requests the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, , continuation-in-part, reexamination or reissue thereof, to Assignee, as the assignee, for its interest and for the sole use and benefit of Assignee and its assigns and legal representatives.

d. Assignor hereby assigns, transfers and delivers unto Assignee the full, exclusive, and entire right, title, and interest in and to any foreign patent or application or applications corresponding to said patents or applications, in whole or in part, including any provisional rights therein, in countries other than the United States, in and to any Letters Patent and similar protective rights granted on said foreign patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, said foreign applications to be filed and issued in the name of Assignee, or its designee insofar as permitted by applicable law.

2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Intellectual Property, and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee or their respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating fully with Assignee to perfect the transfer of the Intellectual Property hereunder and, if appropriate, to assure that the transfer of the Intellectual Property is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office. Assignor further agrees that all necessary records of Assignor to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to Assignee, in the event such records are needed in connection with any of the assigned Letters Patent or applications for Letters Patent.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Florida without regard to its conflict of laws doctrines.

4. Delivery of Tangible Items. Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property, if any, that are in the possession or control of Assignor.

5. Maintenance. Assignor agrees that it has and shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property in force and in effect in the interim until Assignee takes full control over the prosecution and maintenance of the Intellectual Property.

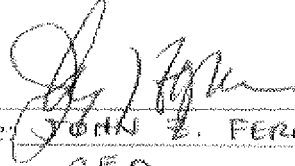
6. Effective Date. This Assignment shall become effective, if at all, simultaneously with the closing of the Purchase Agreement, which is expected to occur on or about January 30, 2009.

[Signature follows on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above:

ASSIGNOR:

ArtSelect, Inc.

By: 
Name: JOHN E. FERGUSON
Its: CEO

ASSIGNEE:

Art.com, Inc.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment is executed and delivered as of the date first written above:

ASSIGNOR:

ArtSelect, Inc.

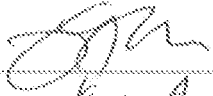
By:

Name:

Its:

ASSIGNEE:

Art.com, Inc.

By: 

Name: *Kevin A. Lucas*

Its: *Secretary*

EXHIBIT A

Copyright claimed in sales and marketing literature:

All

Trademark registered:

Word Mark ARTSELECT
Goods and Services IC 035. US 100 101 102. G & S: Retail store services, available through a global computer network, featuring custom framed artworks and reproductions of artworks. FIRST USE: 19990406. FIRST USE IN COMMERCE: 19990406

Word Mark ARTSELECT
Goods and Services IC 016. US 002 005 022 023 029 037 038 050. G & S: custom framed artworks and reproductions of artworks, namely, art prints and art photos; unframed artworks, namely, art prints and art photos; posters; and photographs. FIRST USE: 19990406. FIRST USE IN COMMERCE: 19990406

Word Mark ART GAZEBO
Goods and Services IC 016. US 002 005 022 023 029 037 038 050. G & S: custom framed artworks and reproductions of artworks; unframed artworks; posters; and photographs. FIRST USE: 20020215; FIRST USE IN COMMERCE: 20020215

Word Mark POSTERZ
Goods and Services IC 016. US 002 005 022 023 029 037 039 050. G & S: art prints, photographic prints; printed art reproductions; posters

Trade name or unregistered trademark used in connection with the Business:

ARTSELECT
POSTERSETC