

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OVERSTOCK.COM | | 04/11/2007 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | UTAH CONSULTING GROUP NETWORK | | |
| Doing Business As: | DBA Gear.com | | |
| Street Address: | 6742 COURTLAND AVE | | |
| City: | Salt Lake City | | |
| State/Country: | UTAH | | |
| Postal Code: | 84121 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: UTAH | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2767082 | GEAR.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (801)438-2050 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (801)438-2000 | | |
| Email: | jrichards@btjd.com | | |
| Correspondent Name: | Jared M. Richards | | |
| Address Line 1: | 3165 East Millrock Drive | | |
| Address Line 2: | Suite 500 | | |
| Address Line 4: | Salt Lake City, UTAH 84121 | | |
| ATTORNEY DOCKET NUMBER: | GEAR.COM TM ASSIGNMENT | | |
| NAME OF SUBMITTER: | Jared M. Richards | | |
| Signature: | /Jared M. Richards/ | | |

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**TRADEMARK
 REEL: 004067 FRAME: 0230**

Date:

09/23/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Assignment*"), effective for all purposes as of April 11, 2007 (the "*Effective Date*"), is entered into by and between Overstock.com, Inc., a Delaware corporation ("*Assignor*") and Utah Consulting Group Network, LLC, a Utah limited liability company ("*Assignee*"). The above-named parties are sometimes referred to herein separately as a "*Party*" and collectively as the "*Parties*."

WHEREAS, Assignor is the record owner of the design mark "GEAR.COM" registered with the United States Patent and Trademark Office, Registration Number 2767082 (the "*Mark*");

WHEREAS, on or about April 11, 2007 the parties executed that certain Domain Name Purchase Agreement whereby Assignor assigned all right, title, and interest in and to the domain name "GEAR.COM" to Assignee (the "*Domain Name Assignment*");

WHEREAS, in connection with the Domain Name Assignment, the Parties intended to concurrently assign the Mark to Assignee, even though no specific reference was made to the assignment of the Mark; and

WHEREAS, the Parties desire to clarify any questions as to ownership of the Mark by executing this Assignment that once signed Assignor will have conveyed, transferred, and assigned all right, title, and interest in and to the Mark to Assignee.

NOW THEREFORE, in consideration of the foregoing recitals, the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment; Consideration. Assignor hereby assigns, transfers, and conveys to Assignee (for consideration already received by Assignor in connection with the Domain Name Assignment) all of Assignor's right, title and interest in and to (i) the Mark, including, but not limited to, the right to renew registration of the Mark and to license the use of the Mark, and (ii) that portion of the good will of the business with which the Mark is associated.

2. Binding Obligations. This Assignment, when executed and delivered by the Parties hereto, shall constitute valid and binding obligations of the Parties hereto, enforceable in accordance with its terms. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

3. Further Assurances. From time to time after the date hereof, upon reasonable request of the other Party hereto, without further consideration, each Party shall cooperate with the other Party and shall duly execute, acknowledge and deliver all such further assignments, transfers, conveyances, and powers of attorney and take such other actions and give such assurances as may be reasonably required to consummate the transactions set forth herein.

4. Counterparts. This Assignment may be executed in multiple counterparts, by original or facsimile signature, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.


5. Entire Agreement. This Assignment contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and none of its terms may be waived or modified, except by an instrument in writing signed by the Parties to be bound thereby.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

OVERSTOCK.COM, INC.:

By: 
Name: MARK GRAJZ
Title: General Counsel

ASSIGNEE:

UTAH CONSULTING GROUP NETWORK,
LLC:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date.


ASSIGNOR:

OVERSTOCK.COM, INC.:

By: _____
Name: _____
Title: _____

ASSIGNEE:

UTAH CONSULTING GROUP NETWORK,
LLC:

By:  _____
Name: KENDALL CARD
Title: CMO, CO-FOUNDER