

**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>
Swell Commerce, Inc.		12/10/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Seal Trademarks Pty Ltd		
<b>Street Address:</b>	1 Billabong Place		
<b>City:</b>	Burleigh Heads		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	4220		
<b>Entity Type:</b>	CORPORATION: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77737323		
<b>Registration Number:</b>	3112259	SWELL	
<b>Registration Number:</b>	3325040	SWELL	
<b>Registration Number:</b>	3204369	THE RYDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)265-1199		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949.265.1100		
<b>Email:</b>	jharlow@fsglawyers.com		
<b>Correspondent Name:</b>	Christa Perez		
<b>Address Line 1:</b>	19800 MacArthur Blvd., Suite 1100		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612-2425		
<b>ATTORNEY DOCKET NUMBER:</b>	B PT OPERATION SHARK		
<b>DOMESTIC REPRESENTATIVE</b>			

OP \$115.00 77737323

**900153901**

**TRADEMARK  
 REEL: 004143 FRAME: 0497**

Name: Christa Perez  
Address Line 1: 19800 MacArthur Blvd., Suite 1100  
Address Line 4: Irvine, CALIFORNIA 92612-2425

NAME OF SUBMITTER:	Christa Perez
Signature:	/christa perez/
Date:	02/03/2010

**Total Attachments: 5**

source=Assignment of IP Rights Fully Signed#page1.tif  
source=Assignment of IP Rights Fully Signed#page2.tif  
source=Assignment of IP Rights Fully Signed#page3.tif  
source=Assignment of IP Rights Fully Signed#page4.tif  
source=Assignment of IP Rights Fully Signed#page5.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Swell Commerce, Inc., a Delaware corporation ("Assignor"), whose address is 140 Calle Iglesia, San Clemente, California, 92672 is the owner of all right, title and interest in and to the Intellectual Property (as hereinafter defined); and

WHEREAS, SEAL TRADEMARKS PTY LTD, an Australian corporation or its nominee(s) ("Assignee"), having a principal place of business at 1 Billabong Place, Burleigh Heads, Queensland 4220, Australia, the successor to that portion of the ongoing and existing business of Assignor to which the Intellectual Property pertains, is desirous of acquiring the entire right, title and interest in and to the Intellectual Property;

WHEREAS, for the purposes of this Assignment, "INTELLECTUAL PROPERTY" means all intellectual property rights and interests (including common law rights and interests) owned by or licensed to Assignor in connection with the business of Assignor including, without limitation:

- (a) all intellectual property developed or created by any past or present employee or contractor of Assignor;
- (b) patents, trade marks, service marks, copyrights, registered designs, trade names, domain names, symbols and logos, including those listed on Schedule 1 hereto;
- (c) patent applications and applications to register trade marks, service marks and designs, including those listed on Schedule 1 hereto;
- (d) technical information;
- (e) licenses or similar user rights concerning any such rights and interests;
- (f) the trade names used for Assignor's business and the domain names listed on Schedule 1 hereto; and
- (g) all those properties listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE (to the extent so assignable) the entire right, title and interest in and to the Intellectual Property, including the right to take action for any infringements that occurred prior to or after the date of this Assignment.

The Assignor hereby authorizes and requests any relevant authority, and such officials in foreign countries as are duly authorized by their laws, to issue any and all certificates of registration in relation to any of the Intellectual Property to the Assignee

as the owner of the entire interest, for the sole use of the said Assignee, its permitted successors, assigns and legal representatives, or to issue other documents as appropriate to record the Assignee as owner of the Intellectual Property.

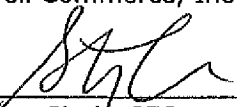
The Assignor hereby warrants and undertakes that it will forthwith sign, upon request made by the Assignee, any further documentation that may be required to record the Assignee as the owner of the Intellectual Property.

This Assignment shall be binding upon the undersigned's legal representatives.

DATED: December 10, 2009

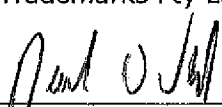
**Assignor:**

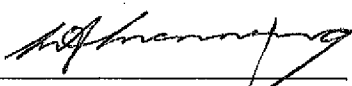
Swell Commerce, Inc. by

  
\_\_\_\_\_  
Stacy Clark, CEO

**Assignee:**

Seal Trademarks Pty Ltd by




  
\_\_\_\_\_  
Director **DEREK O'NEILL**

  
\_\_\_\_\_  
Director/Secretary **MARIA MANNING**


**Schedule 1**

Trademarks Registered:

Country	TM No.	Trademark	Class	Priority Date	Owner	Reg Date
USA	3112259	SWELL	25, 35	22/11/99	Swell Commerce Inc.	4/07/06
USA	3325040	SWELL	14	22/11/99	Swell Commerce Inc.	26/7/05
Mexico	696691	SWELL	9	12/5/00	Swell.com Inc.	26/4/01
Mexico	692370	SWELL	14	12/5/00	Swell.com Inc.	30/3/01
Mexico	1027459	SWELL	25	12/5/00	Swell.com Inc.	28/2/08
Mexico	681584	SWELL	28	12/5/00	Swell.com Inc.	19/12/00
Mexico	681583	SWELL	35	12/5/00	Swell.com Inc.	19/12/00
Mexico	692369	SWELL	39	12/5/00	Swell.com Inc.	30/3/01
Mexico	692368	SWELL	41	12/5/00	Swell.com Inc.	30/3/01
Mexico	689814	SWELL	42	16/11/00	Swell.com Inc.	28/2/01
Mexico	692367	SWELL	42	12/5/00	Swell.com Inc.	30/3/01
Andorra	14,374	SWELL	9, 14, 25, 28, 35, 39, 41		Swell.com Inc.	
Chile	582,659	SWELL	9, 14, 25, 28		Swell.com Inc.	
Chile	582,660	SWELL	35, 39, 41, 42		Swell.com Inc.	
Israel	137,267	SWELL	9		Swell.com Inc.	
Israel	137,268	SWELL	14		Swell.com Inc.	
Israel	137,269	SWELL	25		Swell.com Inc.	

Country	TM No.	Trademark	Class	Priority Date	Owner	Reg Date
Israel	137,270	SWELL	28		Swell.com Inc.	
Israel	137,271	SWELL	35		Swell.com Inc.	
Israel	137,274	SWELL	42		Swell.com Inc.	
Peru	71,171	SWELL	9		Swell.com Inc.	
Peru	66,998	SWELL	14		Swell.com Inc.	
Peru	69,230	SWELL	25		Swell.com Inc.	
Peru	68,997	SWELL	28		Swell.com Inc.	
Peru	24,434	SWELL	35		Swell.com Inc.	
Peru	24,876	SWELL	38		Swell.com Inc.	
Peru	23,369	SWELL	39		Swell.com Inc.	
Peru	24,398	SWELL	41		Swell.com Inc.	
Peru	24,399	SWELL	42		Swell.com Inc.	
USA	3204369	THE RYDE 	25	28/08/03	Swell Commerce Inc.	30/01/07
IR Australia	879572	THE RYDE 	25	29/2/06	Swell Commerce Inc.	29/2/06
CTM	879572	THE RYDE 	25	29/2/06	Swell Commerce Inc.	29/2/06
Japan	4868050	THE RYDE ザライド	24,25	19/5/04	Swell Commerce Inc.	3/6/05

Trade Mark Applications:

Country	App. No.	Trademark	Class	Priority Date	Owner	Status
USA	77737323		25,35	14/05/09	Swell Commerce Inc.	Examined: to be published for opposition on 22/09/09

Service Marks:

Copyrights:

Patents:

Technical Information:

Licenses:

Trade Names:

Domain Names: [www.swell.com](http://www.swell.com); [www.coreshopsdirect.com](http://www.coreshopsdirect.com); [www.theryde.com](http://www.theryde.com)