

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GSI Commerce Solutions, Inc.		03/24/2010	CORPORATION: DELAWARE
GSI Commerce, Inc.		03/24/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	1000 Westlakes Drive		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Berwyn		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15312		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2958613	DEAL HAVEN	
Registration Number:	2414512	FOGDOG	
Registration Number:	2567786	FOGDOG	
Registration Number:	2527899	FOGDOG	
Registration Number:	2590838	FOG DOG	
Registration Number:	2587627	FOGDOG	
Registration Number:	2886204	GLOBAL SPORTS	
Registration Number:	3041044	GSI COMMERCE	
Registration Number:	2900595	GSI COMMERCE	
Registration Number:	3233493		
Registration Number:	3288191		
Registration Number:	2958618	SO MANY ITEMS SO LITTLE PRICES	

CH \$790.00 2958613

Registration Number:	3038613	E-DIALOG
Registration Number:	3024894	E-DIALOG
Registration Number:	3467398	PEPPERJAM
Serial Number:	77743323	GET IN AND GET FABULOUS.
Serial Number:	77273751	METRO COLLECTION
Registration Number:	3095771	NERO BIANCO
Registration Number:	3137323	NEVER PAY RETAIL
Serial Number:	77854595	QUICK! BUY IT
Registration Number:	3637003	RETAIL CONVERGENCE
Registration Number:	3484376	RUE LA LA
Registration Number:	3484375	RUE LA LA
Registration Number:	3484374	SHARE THE LA LA
Registration Number:	2672735	SMARTBARGAINS
Registration Number:	2606658	SMARTBARGAINS.COM
Registration Number:	3295716	SMARTBARGAINS.COM
Registration Number:	3091805	SMARTBARGAINS.COM FEEL THE RUSH!
Serial Number:	77832708	STREETS OF RUE LA LA
Registration Number:	3127425	TOP BRANDS. SMART PRICES.
Registration Number:	3455584	YOUR PERSONAL BARGAIN HUNTER

**CORRESPONDENCE DATA**

Fax Number: (609)520-0360  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 609-987-7123  
Email: meldoy.dye@bipc.com  
Correspondent Name: M.Dye/Buchana Ingersoll & Rooney PC  
Address Line 1: 700 Alexander Park  
Address Line 2: Suite 300  
Address Line 4: Princeton, NEW JERSEY 08540

ATTORNEY DOCKET NUMBER:	011046-301645
NAME OF SUBMITTER:	Melody A. Dye
Signature:	/M.Dye/
Date:	04/29/2010

Total Attachments: 29  
source=IP Assignment#page1.tif  
source=IP Assignment#page2.tif

source=IP Assignment#page3.tif  
source=IP Assignment#page4.tif  
source=IP Assignment#page5.tif  
source=IP Assignment#page6.tif  
source=IP Assignment#page7.tif  
source=IP Assignment#page8.tif  
source=IP Assignment#page9.tif  
source=IP Assignment#page10.tif  
source=IP Assignment#page11.tif  
source=IP Assignment#page12.tif  
source=IP Assignment#page13.tif  
source=IP Assignment#page14.tif  
source=IP Assignment#page15.tif  
source=IP Assignment#page16.tif  
source=IP Assignment#page17.tif  
source=IP Assignment#page18.tif  
source=IP Assignment#page19.tif  
source=IP Assignment#page20.tif  
source=IP Assignment#page21.tif  
source=IP Assignment#page22.tif  
source=IP Assignment#page23.tif  
source=IP Assignment#page24.tif  
source=IP Assignment#page25.tif  
source=IP Assignment#page26.tif  
source=IP Assignment#page27.tif  
source=IP Assignment#page28.tif  
source=IP Assignment#page29.tif

**AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT  
COLLATERAL ASSIGNMENT**

This Amended and Restated Patent, Trademark and Copyright Collateral Assignment (as amended, restated, modified or supplemented from time to time, the "Assignment"), dated as of March 24, 2010, 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 party 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, certain of the Assignors entered into a certain Patent, Trademark and Copyright Collateral Assignment dated as of January 11, 2008, which was recorded with the United States Patent and Trademark Office on January 25, 2008 in Reel 003703, Frame 0800, to which certain other Assignors became party by way of joinder (the "Existing Assignment"); and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of March 24, 2010 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 by amending and restating the Existing Assignment, 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) 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.

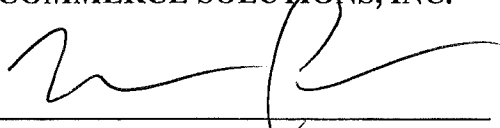
**PNC BANK, NATIONAL ASSOCIATION**

By: John M. O'Malley  
Title: Sr Vice President

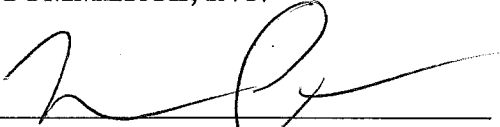
Signature page to Patent, Trademark and Copyright Agreement

**TRADEMARK**  
**REEL: 004196 FRAME: 0114**

**GSI COMMERCE SOLUTIONS, INC.**


By:   
Title: Executive Vice President, Finance

**GSI COMMERCE, INC.**

By:   
Title: Executive Vice President, Finance


**935 KOP ASSOCIATES, LLC**

By: GSI Commerce, Inc., its sole member  
and manager


By:   
Title: Executive Vice President, Finance

**1075 FIRST GLOBAL ASSOCIATES,  
LLC**

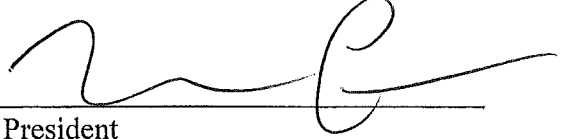
By: GSI Commerce, Inc., its sole member  
and manager

By:   
Title: Executive Vice President, Finance


**GSI LEGACY HOLDINGS, INC.**

By:   
Title: President

**ASFD, INC.**

By:   
Title: President

**GSI COMMERCE CALL CENTER,  
INC.**

By:   
Title: President

**GSI COMMERCE SOUTH, INC.**


By:   
Title: Executive Vice President

**GSI EQUIPMENT, INC.**

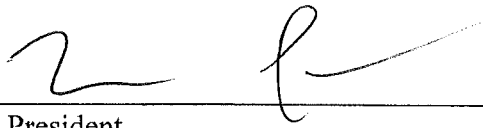
By:   
Title: President

**7601 TRADE PORT DRIVE, LLC**

By: GSI Commerce Solutions, Inc., its sole  
member and manager

By:   
Title: Executive Vice President, Finance

**ONLINE DIRECT, INC.**

By:   
Title: President

Signature page to Patent, Trademark and Copyright Agreement

**PROMOTIONS DISTRIBUTOR  
SERVICES CORPORATION**

By:   
Title: President

**GSI INTERACTIVE, INC.**

By:   
Title: Executive Vice President, Finance


**KOP PROMOTIONS, LLC**

By:   
Title: President


**SILVERLIGN GROUP, INC.**

By:   
Title: Executive Vice President, Finance

**GSI MEDIA, INC.**

By:   
Title: Executive Vice President, Finance

**RETAIL CONVERGENCE, INC.**


By:   
Title: Executive Vice President

Signature page to Patent, Trademark and Copyright Agreement


**SMARTBARGAINS, INC.**

By:   
Title: Executive Vice President

**SMARTBARGAINS SECURITY CORPORATION**

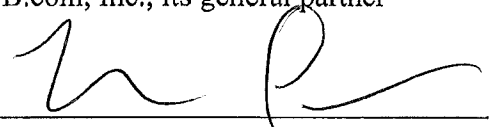
By:   
Title: Executive Vice President

**SB.com, INC.**

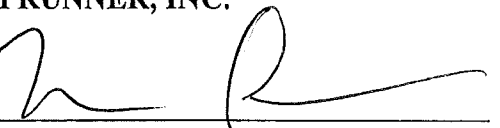
By:   
Title: Executive Vice President

**RETAIL CONVERGENCE.com, LP**

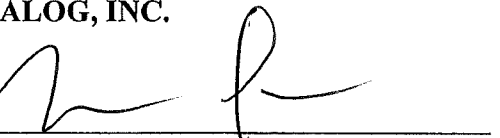
By: SB.com, Inc., its general partner

By:   
Title: Executive Vice President

**SHOPRUNNER, INC.**

By:   
Title: Executive Vice President



**E-DIALOG, INC.**






By:   
Title: Executive Vice President

**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 of Record</b>
DEAL HAVEN	USA	2,958,613	5/31/2005	GSI Commerce Solutions, Inc.
FOGDOG	Argentina	1,797,889	7/3/2000	FogDog, Inc.
FOGDOG	Brazil	821,562,983	1/27/2009	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	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	Peru	20,142	1/26/2000	FogDog, Inc.
FOGDOG	Taiwan	126,209	7/16/2000	FogDog, Inc.
FOGDOG	USA	2,414,512	12/19/2000	Global-QVC Solutions, Inc.
FOGDOG	USA	2,567,786	5/7/2002	Global-QVC Solutions, Inc.
FOGDOG	USA	2,527,899	1/8/2002	Global-QVC Solutions, Inc.
FOGDOG	Venezuela	S 013,768	8/17/2000	FogDog, Inc.
FOGDOG & Design 	USA	2,590,838	7/9/2002	Global-QVC Solutions, Inc.
FOGDOG (Stylized) 	USA	2,587,627	7/2/2002	Global-QVC Solutions, Inc.

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Current Owner of Record
GLOBAL SPORTS	USA	2,886,204	9/21/2004	GSI Commerce Solutions, Inc.
GSI COMMERCE	CTM	(5,078,481)	(4/25/2006)	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 and Design 	CTM	5,078,589	8/2/2007	GSI Commerce Solutions, Inc.
GSI COMMERCE INTERNATIONAL	CTM	4,599,882	8/22/2005	GSI Commerce Solutions, Inc.
Miscellaneous (Globe) Design 	CTM	(6,882,153)	(4/21/2008)	GSI Commerce Solutions, Inc.
Miscellaneous (Globe) Design 	USA	3,233,493	4/24/2007	GSI Commerce Solutions, Inc.
Miscellaneous Design 	USA	3,288,191	9/4/2007	Accretive Commerce, Inc.
MONTEGO	USA			GSI Commerce Solutions, Inc.
SO MANY ITEMS SO LITTLE PRICES	USA	2,958,618	5/31/2005	GSI Commerce Solutions, Inc.
ZENDOR	CTM	(6,942,601)	(5/13/2008)	GSI Commerce Solutions, Inc.
ZENDOR	United Kingdom	2,211,260	8/24/2001	Zendor.com Limited
ZENDOR.COM	United Kingdom	2,210,976	8/24/2001	Zendor.com Limited

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Current Owner of Record
ZENDOR.COM and Design 	United Kingdom	2,236,922	8/24/2001	Zendor.com Limited
E-DIALOG	USA	3,038,613	1/10/2006	e-Dialog, Inc.
E-DIALOG	USA	3,024,894	12/13/2005	e-Dialog, Inc
PEPPERJAM	USA	3,467,398	7/15/08	GSI Media, Inc. (f/k/a Peanut Butter Corporation)
GET IN AND GET FABULOUS	United States	77/743,323	5/22/2009	Retail Convergence, Inc.
METRO COLLECTION	United States	77/273,751	9/7/2007	Retail Convergence.com, LP.
NERO BIANCO	United States	3,095,771	5/23/2006	Retail Convergence.com, LP.
NEVER PAY RETAIL	United States	3,137,323	8/29/2006	Retail Convergence, Inc.
QUICK! BUY IT	United States	77/854,595	10/22/2009	Retail Convergence, Inc.
RETAIL CONVERGENCE	Canada	filed	2/26/2008	Retail Convergence, Inc.
RETAIL CONVERGENCE	Community Trademark	7051766	6/5/2009	Retail Convergence.com, LP.
RETAIL CONVERGENCE	United States	3,637,003	6/9/2009	Retail Convergence, Inc.
RUE LA LA	Canada	filed	1/10/2008	Retail Convergence, Inc.
RUE LA LA	Community Trademark	7051592	3/19/2009	Retail Convergence, Inc.
RUE LA LA	United States	3,484,376	8/12/2008	Retail Convergence, Inc.
RUE LA LA (stylized)	United States	3,484,375	8/12/2008	Retail Convergence, Inc.
SHARE THE LA LA	United States	3,484,374	8/12/2008	Retail Convergence, Inc.
SMARTBARGAINS	Community Trademark	1960558	6/5/2002	SmartBargains, Inc.
SMARTBARGAINS	United States	2,672,735	1/7/2003	Retail Convergence.com, LP.



Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Current Owner of Record
SMARTBARGAINS.COM	United States	2,606,658	8/13/2002	Retail Convergence.com, LP.
SMARTBARGAINS.COM and design	United States	3,295,716	9/18/2007	Retail Convergence.com, LP.
SMARTBARGAINS.COM FEEL THE RUSH and design	United States	3,091,805	5/16/2006	Retail Convergence.com, LP.
STREETS OF RUE LA LA	United States	77/832,708	9/23/2009	Retail Convergence, Inc.
TOP BRANDS. SMART PRICES.	United States	3,127,425	8/8/2006	Retail Convergence.com, LP.
YOUR PERSONAL BARGAIN HUNTER	United States	3,455,584	6/24/2008	Retail Convergence.com, LP.

### Patents

None.

### Copyrights

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

SmartBargains.com Fall 2004 Catalog (Registration Number TX 0006096825)

### Domain Names

GSIINTERACTIVE.COM  
 GSIINTERACTIVE.NET  
 GSIACTION.COM  
 GSIACTION.NET  
 GSI-ACTION.NET  
 GSI-ACTION.COM  
 GSI-STUDIOS.NET  
 GSI-STUDIOS.COM  
 GSISTUDIOS.NET  
 GSI-LABS.NET  
 GSI-LABS.COM  
 INTERACTIVEGSI.NET  
 INTERACTIVEGSI.COM  
 STUDIOS-GSI.NET  
 STUDIOS-GSI.COM

LABS-GSI.NET  
LABS-GSI.COM  
LABSGSI.COM  
LABSGSI.NET  
ACTION-GSI.NET  
ACTION-GSI.COM  
ACTIONGSI.NET  
ACTIONGSI.COM  
TRUE-ACTION.NET  
TRUE-ACTION.COM  
TRUEACTION.NET  
ACCRETIVECOM.COM  
ACCRETIVECOM.NET  
ACCRETIVECOM.ORG  
ACCRETIVECOMMERCE.COM  
ACCRETIVECOMMERCE.NET  
ACCRETIVECOMMERCE.ORG  
BUYRUSSELL.COM  
DEALHAVEN.COM  
FINDMYAIRBLOX.COM  
findmybean.com  
FOGDOG.COM  
FOGDOG.ORG  
FULFILLMENT.COM  
GIJOES.ORG  
GLOBALQVC.COM  
GLOBALQVCSOLUTIONS.COM  
GLOBALQVCSOLUTIONS.NET  
GLOBALQVCSOLUTIONS.ORG  
GLOBALSPORTS.COM  
GLOBALSPORTSINC.COM  
GREATESTGIFTS.COM  
GREATESTNETWORK.COM  
gscommerce.com  
GSICCORP.COM  
GSICCORP.NET  
gscommerce.com  
GSICOMMERCEINC.COM  
GSICOMMERCEINC.NET  
GSICOMMERCEINC.ORG  
GSICOMMERCEINCORPORATED.COM  
GSICOMMERCEINCORPORATED.NET  
GSICOMMERCEINCORPORATED.ORG  
GSICOMMERCEZENDOR.CO.UK  
GSICOMMERCE-ZENDOR.CO.UK  
GSICOMMERCEZENDOR.COM

GSICOMMERCE-ZENDOR.COM  
GSICS.NET  
GSIEVENT.COM  
GSIINTERACTIVE.INFO  
GSIINTERACTIVE.ORG  
GSI-INTERACTIVE.ORG  
gsimedia.com  
GSIMEDIAINC.COM  
GS-INTERACTIVE.COM  
gsipartners.com  
gsipartners.net  
gsipartners.org  
GSIREPORTING.COM  
GSITEST.NET  
GSPT.NET  
imageg.net  
interactivemarketing.com  
MAILG.NET  
MLBSHOPFEEDS.COM  
myaccretive.com  
NEWROADS.COM  
NEWROADSSOUTH.COM  
OLYMPIASPORTS.NET  
QVCGLOBAL.COM  
QVCGLOBAL.NET  
QVCGLOBAL.ORG  
REMTLS.NET  
savvyshopaholic.com  
SHOP49ERS.COM  
SHOPRUNNER.COM  
SPARTAN-SPORTS.COM  
SPARTANSPORTS.INFO  
SPARTANSPORTS.NET  
sys-host.net  
teamstore.com  
TRUACTION.COM  
TRUACTION.NET  
TRUACTION.ORG  
TRUEACTION.BIZ  
TRUEACTION.COM  
TRUEACTION.INFO  
TRUEACTION.ME  
TRUEACTION.MOBI  
TRUEACTIONSTUDIOS.COM  
WWWFOGDOG.NET  
ZENDORGSICOMMERCE.CO.UK

ZENDOR-GSICOMMERCE.CO.UK  
ZENDORGSICOMMERCE.COM  
ZENDOR-GSICOMMERCE.COM  
ZENDOR-GSICOMMERCE.EU  
GSIINTERACTIVE.COM  
GSIINTERACTIVE.NET  
GSIACTION.COM  
GSIACTION.NET  
GSI-ACTION.NET  
GSI-ACTION.COM  
GSI-STUDIOS.NET  
GSI-STUDIOS.COM  
GSISTUDIOS.NET  
GSI-LABS.NET  
GSI-LABS.COM  
INTERACTIVEGSI.NET  
INTERACTIVEGSI.COM  
STUDIOS-GSI.NET  
STUDIOS-GSI.COM  
LABS-GSI.NET  
LABS-GSI.COM  
LABSGSI.COM  
LABSGSI.NET  
ACTION-GSI.NET  
ACTION-GSI.COM  
ACTIONGSI.NET  
ACTIONGSI.COM  
TRUE-ACTION.NET  
TRUEACTION.NET  
dellemarketing.com  
dellemarketing.net  
e-dialog.com  
e-dialog.net  
eidalog.com  
edialog.net  
edialogue.com  
edialogue.net  
e-dialog.info  
edialog.info  
edialog.biz  
e-dialog.biz  
e-dialog.co.uk  
ed4.net  
ed10.net  
ed10.com  
adinfontum.com  
silverlign.com

10BONUSRINGTONES.COM  
ACAI-DIET-REVIEWS.COM  
AFFILIATE-MANAGEMENT.ORG  
AFFILIATE-MARKETING-MANAGEMENT.COM  
AFFILIATE-MARKETING-MANAGEMENT.NET  
AFFILIATE-MARKETING-MANAGEMENT.ORG  
AFFILIATE-PROGRAM-MANAGEMENT.ORG  
AFFILIATE-PROGRAM-SOFTWARE.INFO  
AFFILIATE-PROGRAM-SOFTWARE.ORG  
AFFILIATE-SOFTWARE.ORG  
AFFILIATECERTIFICATION.BIZ  
AFFILIATECERTIFICATION.COM  
AFFILIATECERTIFICATION.INFO  
AFFILIATECERTIFICATION.NET  
AFFILIATEMANAGEMENT.ORG  
AFFILIATEMARKETINGMANAGEMENT.COM  
AFFILIATEMARKETINGMANAGEMENT.NET  
AFFILIATEMARKETINGMANAGEMENT.ORG  
AFFILIATEPAGEBUILDER.COM  
AFFILIATEPLATFORM.COM  
AFFILIATEPLATFORM.NET  
AFFILIATEPROGRAMMANAGEMENT.NET  
AFFILIATEPROGRAMMANAGEMENT.ORG  
AFFILIATETRACKINGSOLUTIONS.COM  
ANTIAGINGPRODUCTSEXPOSED.COM  
APPARELBYBRAND.COM  
AUTOPARTSBYBRAND.COM  
BEACHGEAR.ORG  
BEAUTYINSIDER.ORG  
BESTACAIFREE TRIAL.COM  
BRAND-NAME-SHOES.COM  
BRANDNAMESHOESONLINE.COM  
CAMERASBYBRAND.COM  
CCNATRainingInfo.COM  
CELEBRITYWRINKLETREATMENTS.COM  
CELLPHONESBYBRAND.COM  
CELLPHONESBYCARRIER.COM  
CLASSICREALESTATE.ORG  
CLOTHINGBYBRAND.COM  
COMBAT-GEAR-HQ.COM  
COMPARISONBLOG.COM  
COMPUTERONLINEBACKUP.COM  
COMPUTERSBYBRAND.COM  
CONSUMERUTOPIA.NET  
COOKWAREBYBRAND.COM  
COSMETICSBYBRAND.COM

COUPONJELLY.CO.UK  
COUPONJELLY.COM  
COUPONMAVEN.NET  
CREDITCARDIVAL.COM  
CREDITCARNIVAL.COM  
CURVACEOUSCLOTHES.COM  
DEVILBARGAIN.COM  
DIGITALCAMERASBYBRAND.COM  
DISCOUNT-PET-MEDICATION.COM  
DISCOVER-GIFT.COM  
DISCOVER-GIFTS.COM  
DRPETMEDS.COM  
DRSDOMAIN.COM  
DRUGSBYBRAND.COM  
ELECTRONICSBYBRAND.COM  
ELLIOTYAMINRINGTONES.COM  
EYEGLASSESBYBRAND.COM  
FASHIONDESIGNERBRANDS.COM  
FASHIONDESIGNERMALL.COM  
FISHINGGEARBYBRAND.COM  
FISHINGTACKLEBYBRAND.COM  
FLOWERSBYTYPE.COM  
FURNITUREBYBRAND.COM  
GIVEAWAYGALAXY.COM  
GOLFBALLSBYBRAND.COM  
GOLFBYBRAND.COM  
GOPJN.COM  
GREEKGEARBYBRAND.COM  
HALLOWEEN-HEADQUARTERS.COM  
HANDBAGSBYBRAND.COM  
HARDWAREBYBRAND.COM  
HEADSETSBYBRAND.COM  
HIGHERSEARCHENGINEPLACEMENT.NET  
HIGHERSEARCHENGINERANKING.NET  
HIPHOPTHREADS.NET  
HOLIDAYBLITZ2007.COM  
HOLIDAYBLITZ2008.COM  
HOMECONSTRUCTIONQUESTIONS.COM  
HOMEDECORBYBRAND.COM  
HOTGADGETS.ORG  
HUNTINGGEARBYBRAND.COM  
INFLATABLEBOATSBYBRAND.COM  
INKCARTRIDGESBYBRAND.COM  
INSTANTWRINKLEREMOVAL.COM  
INTERNET-MARKETING-SERVICES.ORG  
IPROSPECT.ORG

ITT-TECH-INFO.NET  
JEANSBYBRAND.COM  
JUMPPAGEBUILDER.COM  
LOCALJOBFINDER.ORG  
MARIOWILLIAMS.NAME  
MARKETSHAREBUILDERS.COM  
MENSARTICLES.ORG  
MODESTFASHIONFORWOMEN.COM  
MOTORCYCLEPARTSBYBRAND.COM  
MUSICALEQUIPMENT.ORG  
NATURALCOLONCLEANSEPRODUCTS.COM  
NO-COST-RINGTONES.COM  
NORTONNOW.COM  
NORTONPRODUCTREVIEWS.COM  
NUMBERONEINSEARCH.COM  
OFFICIALONLINESPORTSBOOK.COM  
OFFICIALPPCMANAGEMENT.COM  
ONLINE-CREDIT-REPAIR-SERVICES.COM  
OUTDOORGEARBYBRAND.COM  
PAIDSEARCHFORUM.CO.UK  
PAIDSEARCHFORUM.COM  
PAIDSEARCHFORUM.NET  
PARTNERMAKER.BIZ  
PARTNERMAKER.CO.UK  
PARTNERMAKER.COM  
PARTNERMAKER.NET  
PARTNERMAKER.ORG  
PARTNERTRACKERS.COM  
PAY-PER-CLICK-SEARCH-ENGINE.NET  
PAYFORPLACEMENTSEARCHENGINE.NET  
PEPPER-JAM.COM  
PEPPER-JAM.NET  
PEPPERJAM.BIZ  
PEPPERJAM.CO.UK  
PEPPERJAM.COM  
PEPPERJAM.DE  
PEPPERJAM.INFO  
PEPPERJAM.MOBI  
PEPPERJAM.ORG  
PEPPERJAMADS.COM  
PEPPERJAMBLOG.COM  
PEPPERJAMCEO.COM  
PEPPERJAMCEO.NET  
PEPPERJAMCHECKOUT.COM  
PEPPERJAMINTERNATIONAL.COM  
PEPPERJAMMANAGEMENT.COM

PEPPERJAMMEDIA.COM  
PEPPERJAMMOBILE.CO.UK  
PEPPERJAMMOBILE.COM  
PEPPERJAMMOBILE.NET  
PEPPERJAMMOBILE.ORG  
PEPPERJAMNETWORK.BIZ  
PEPPERJAMNETWORK.CO.UK  
PEPPERJAMNETWORK.COM  
PEPPERJAMNETWORK.INFO  
PEPPERJAMNETWORK.ME  
PEPPERJAMNETWORK.MOBI  
PEPPERJAMNETWORK.NET  
PEPPERJAMNETWORK.ORG  
PEPPERJAMNETWORK.TV  
PEPPERJAMNETWORK.US  
PEPPERJAMNETWORKS.COM  
PEPPERJAMSEARCH.CO.UK  
PEPPERJAMSEARCH.COM  
PEPPERJAMSEARCH.ORG.UK  
PEPPERJAMSEO.COM  
PEPPERJAMTALK.COM  
PEPPERJAMTRACKER.COM  
PEPPERMONEY.CO.UK  
PEPPERMONEY.COM  
PEPPERMONEYMEDIA.COM  
PEPPERTRACKER.COM  
PERFORMANCEPRODUCTSBYBRAND.COM  
PERFUMESBYBRAND.COM  
PETMEDICATIONFINDER.COM  
PETMEDSBYBRAND.COM  
PETSUPPLIESBYBRAND.COM  
PJAMSEO.COM  
PJATR.COM  
PJN.ME  
PJNDEALS.COM  
PJTRA.COM  
PLANET-PURCHASE.COM  
PLUSSIZECITY.COM  
PNTRA.COM  
PNTRAC.COM  
PNTRS.COM  
POWERTOOLSBYBRAND.COM  
PPC-MANAGEMENT-FIRM.COM  
PPC-MANAGEMENT-SERVICES.COM  
PPC-MANAGEMENT-SOFTWARE.COM  
PPC-MANAGEMENT-SOFTWARE.NET



PPC-SEARCH-ENGINE.NET  
PPCBIDANALYTICS.COM  
PPCBIDMANAGEMENT.NET  
PPCBIDMANAGEMENT.ORG  
PPCCAMPAIGNMANAGEMENT.CO.UK  
PPCCAMPAIGNMANAGEMENT.NET  
PPCCAMPAIGNMANAGEMENT.ORG  
PPCMANAGEMENTCOMPANY.COM  
PPCMANAGEMENTFIRM.COM  
PPCMANAGEMENTSERVICES.CO.UK  
PPCMANAGEMENTSERVICES.NET  
PPCMANAGEMENTSERVICES.ORG  
PPCMANAGEMENTSOFTWARE.CO.UK  
PPCMANAGEMENTSOFTWARE.NET  
PPCMANAGEMENTSOFTWARE.ORG  
PPCSEARCHENGINE.ORG  
PPCSEARCHENGINEMANAGEMENT.CO.UK  
PPCSEARCHENGINEMANAGEMENT.COM  
PPCSOFTWARE.ORG  
PRODUCTBLITZ.CO.UK  
PRODUCTBLITZ.DE  
PROMDRESSESBYBRAND.COM  
QUALITYPROPERTYPRESERVATION.COM  
QUALITYSCORE.ORG  
QUALITYSCOREOPTIMIZATION.COM  
QUALITYTRUCKNERFBARS.COM  
REBATE-REGISTRY.COM  
REZVPRODUCTSEXPOSED.COM  
SATELLITERADIOBYBRAND.COM  
SCHUMACHERHOMESNORTHCAROLINA.COM  
SEARCH-ENGINE-ADVERTISING.ORG  
SEARCH-ENGINE-MARKETING-FIRM.CO.UK  
SEARCH-ENGINE-MARKETING-SERVICES.BIZ  
SEARCH-ENGINE-OPTIMIZATION-EXPERT.ORG  
SEARCH-ENGINE-OPTIMIZATION-SPECIALIST.ORG  
SEARCH-ENGINEOPTIMISATION.COM  
SEARCHALYTICS.COM  
SEARCHANALYTICSSOFTWARE.COM  
SEARCHENGINEADVERTISING.ORG  
SEARCHENGINEMARKETINGCOMPANY.BIZ  
SEARCHENGINEMARKETINGFIRM.CO.UK  
SEARCHENGINEMARKETINGMANAGEMENTSOFTWARE.COM  
SEARCHENGINEMARKETINGSERVICES.ORG  
SEARCHENGINEMARKETINGSOFTWARE.CO.UK  
SEARCHENGINEOPTIMIZATIONCOMPANY.ORG  
SEARCHENGINEOPTIMIZATIONEXPERT.ORG

SEARCHENGINEOPTIMIZATIONSERVICE.NET  
SEARCHENGINEOPTIMIZATIONSERVICE.ORG  
SEARCHENGINEPLACEMENTSERVICES.ORG  
SEARCHENGINEPOSITIONINGSERVICES.ORG  
SEARCHMANAGEMENTSOFTWARE.CO.UK  
SEARCHMANAGEMENTSOFTWARE.COM  
SEARCHMANAGEMENTSOFTWARE.NET  
SEARCHONOMICS.NET  
SEMBLOG.CO.UK  
SEMBLOG.ORG.UK  
SEMMANAGEMENTSOFTWARE.CO.UK  
SEMMANAGEMENTSOFTWARE.COM  
SEMMANAGEMENTSOFTWARE.NET  
SEMSOFTWARE.CO.UK  
SHOENEXUS.COM  
SHOES-BY-BRAND.COM  
SHOESBYCATEGORY.COM  
SHOESBYSTYLE.COM  
SHOG.COM  
SHOGGING.CO.UK  
SHOGGING.COM  
SHOGGING.NET  
SHOGGING.ORG  
SHOGZILLA.COM  
SHOGZILLA.NET  
SHOGZILLA.ORG  
SHOPBABYPHAT.NET  
SKIEQUIPMENTBYBRAND.COM  
SKINMYTWITTER.COM  
SNOWBOARDSBYBRAND.COM  
SOCCEREQUIPMENTBYBRAND.COM  
SOFTWAREBYBRAND.COM  
SPORTINGGOODSBYBRAND.COM  
SSLCERTIFICATESONLINE.COM  
STLGARAGEDOORS.COM  
STORMLARGERINGTONES.COM  
SUNGLASSESBYBRAND.COM  
SUPERAFFILIATECERTIFICATION.BIZ  
SUPERAFFILIATECERTIFICATION.COM  
SUPERAFFILIATECERTIFICATION.INFO  
SUPERAFFILIATECERTIFICATION.NET  
SUPERNOVARINGTONES.COM  
SUPERNOVARINGTONES.COM  
SWIMSUITSBYBRAND.COM  
TECHNOLOGYCHALLENGES.COM  
THE-MEDIFAST-DIET.COM

THEELECTRICSCOOTERSTORE.COM  
THEFIRMEXERCISEVIDEOS.COM  
THEPARTNERMAKER.CO.UK  
THEPEPPERJAMNETWORK.COM  
THESHOPPINGNEXUS.COM  
TOBYRAND.ORG  
TOBYRANDRINGTONES.COM  
TOPPICKUPTRUCKACCESSORIES.COM  
TOPSEARCHENGINEERANKING.ORG  
TOYSBYBRAND.NET  
TRENDYMODESTCLOTHING.COM  
TRUCKTONNEAUCOVER.ORG  
TRUEBUSINESSGUIDANCE.COM  
TRUEWELLNESS.ORG  
UNDERWEARBYBRAND.COM  
URBANCLOTHINGBYBRAND.COM  
VITAMINSBYBRAND.COM  
WIGSBYBRAND.COM  
WINEBYBRAND.COM  
ZORFIS.COM  
retail-convergence.com  
retail-convergence.net  
retail-convergence.org  
retailconvergence.net  
retailconvergence.org  
buysmartbargains.com  
dresslala.com  
esmartbargains.com  
fucksmartbargains.net  
onlinesmartbargains.com  
retail-convergence.com  
retail-convergence.net  
retail-convergence.org  
retailconvergence.net  
retailconvergence.org  
ruebeauty.com  
ruefashion.net  
ruefitness.com  
ruehome.com  
ruetravel.net  
shopsmartbargains.com  
smart-bargains.com  
smartbarbargains.com  
smartbargains.com  
smartbargaing.com  
smartbargaings.com

smartbargains.com  
smartbargains.net  
smartbargains.org  
smartbargainsdirect.com  
smartbargainsshop.com  
smartbarganis.com  
smartbargans.com  
smartbargians.com  
smartbargins.com  
smartbarigains.com  
smartbergains.com  
smarthbargains.com  
smartsbargains.com  
wwwsmartbargain.com  
PRESTIGEPASS.BIZ  
PRESTIGEPASS.COM  
PRESTIGEPASS.INFO  
PRESTIGEPASS.MOBI  
PRESTIGEPASS.NET  
PRIVEE-A-PORTER.COM  
PRIVEE-A-PORTER.NET  
PRIVEE-A-PORTER.ORG  
RETAILCONV.BIZ  
RETAILCONV.COM  
RETAILCONV.INFO  
RETAILCONV.MOBI  
RETAILCONV.NAME  
RETAILCONV.NET  
RETAILCONV.ORG  
RETAILCONV.US  
ROOLAHLAH.BIZ  
ROOLAHLAH.COM  
ROOLAHLAH.INFO  
ROOLAHLAH.MOBI  
ROOLAHLAH.NAME  
ROOLAHLAH.NET  
ROOLAHLAH.ORG  
ROOLAHLAH.US  
ROOLALA.BIZ  
ROOLALA.COM  
ROOLALA.INFO  
ROOLALA.MOBI  
ROOLALA.NAME  
ROOLALA.NET  
ROOLALA.US  
RTLCONV.COM

RTLCONV.INFO  
RTLCONV.MOBI  
RTLCONV.NET  
RTLCONV.ORG  
RTLCVN.COM  
RTLCVN.INFO  
RTLCVN.MOBI  
RTLCVN.NET  
RTLCVN.ORG  
RUE-LA-LA.BIZ  
RUE-LA-LA.COM  
RUE-LA-LA.INFO  
RUE-LA-LA.MOBI  
RUE-LA-LA.NAME  
RUE-LA-LA.NET  
RUE-LA-LA.ORG  
RUE-LA-LA.US  
RUELA-LA.BIZ  
RUELA-LA.COM  
RUELA-LA.INFO  
RUELA-LA.MOBI  
RUELA-LA.NAME  
RUELA-LA.NET  
RUELA-LA.ORG  
RUELA-LA.US  
RUELALA.AG  
RUELALA.AT  
RUELALA.BE  
RUELALA.BIZ  
RUELALA.CC  
RUELALA.CN  
RUELALA.CO.NZ  
RUELALA.CO.UK  
RUELALA.COM  
RUELALA.COM.AG  
RUELALA.COM.CN  
RUELALA.COM.TW  
RUELALA.DE  
RUELALA.FM  
RUELALA.IDV.TW  
RUELALA.INFO  
RUELALA.ME.UK  
RUELALA.MOBI  
RUELALA.MS  
RUELALA.NAME  
RUELALA.NET

RUELALA.NET.AG  
RUELALA.NET.CN  
RUELALA.NET.NZ  
RUELALA.NU  
RUELALA.ORG  
RUELALA.ORG.AG  
RUELALA.ORG.CN  
RUELALA.ORG.NZ  
RUELALA.ORG.TW  
RUELALA.ORG.UK  
RUELALA.TC  
RUELALA.TW  
RUELALA.US  
RUELALA.VG  
RUELALAINVITE.BIZ  
RUELALAINVITE.COM  
RUELALAINVITE.INFO  
RUELALAINVITE.MOBI  
RUELALAINVITE.NAME  
RUELALAINVITE.NET  
RUELALAINVITE.ORG  
RUELALAINVITE.US  
RUELALAINVITES.BIZ  
RUELALAINVITES.COM  
RUELALAINVITES.INFO  
RUELALAINVITES.MOBI  
RUELALAINVITES.NAME  
RUELALAINVITES.NET  
RUELALAINVITES.ORG  
RUELALAINVITES.US  
RULAHLAH.BIZ  
RULAHLAH.COM  
RULAHLAH.INFO  
RULAHLAH.MOBI  
RULAHLAH.NAME  
RULAHLAH.NET  
RULAHLAH.ORG  
RULAHLAH.US  
RULALA.BIZ  
RULALA.INFO  
RULALA.MOBI  
RULALA.NAME  
RULALA.ORG  
RULALA.US  
SHOPRUELALA.BIZ  
SHOPRUELALA.COM

SHOPRUELALA.INFO  
SHOPRUELALA.MOBI  
SHOPRUELALA.NAME  
SHOPRUELALA.NET  
SHOPRUELALA.ORG  
SHOPRUELALA.US  
SHOPRUELALA.WS  
SMARTBARGAINBLOG.COM  
SMARTBARGAINSBLOG.COM  
SMARTBARGAINSCOM.COM  
SMARTBARGAINSDEAL.COM  
SMARTBARGAINSDEALS.COM  
SSMARTBARGAINS.COM  
STOCKISTA.BIZ  
STOCKISTA.COM  
STOCKISTA.MOBI  
STOCKISTA.NAME  
STOCKISTA.NET  
STOCKISTA.ORG  
STOCKISTA.TV  
STOCKISTA.US  
STOCKISTA.WS  
RUELALA.eu  
RULALA.eu  
REULALA.eu  
SHOPRUNNER.NET  
SHOPRUNNER.CO  
SHOPRUNNER.UK  
SHOPRUNNER.EU

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

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

To the Assignors' knowledge, none.