

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	General Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MyShape Inc.		01/13/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Myshape LLC		
<b>Street Address:</b>	1100 La Avenida Street		
<b>Internal Address:</b>	Building A		
<b>City:</b>	Mountain View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94043		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3805000	PERSONAL SHOP	
Registration Number:	3841485	PERSONAL SHOP	
Registration Number:	3789260	MYSHAPE	
Registration Number:	3237218	MYSHAPE	
Registration Number:	3286274	MYSHAPE	
Registration Number:	3443098	MYSHAPE	
Registration Number:	3750798	MYSHAPE	
Registration Number:	3753378	MYSHAPE	
Registration Number:	3428696	MYSHAPE.COM	
Registration Number:	3750813	SHAPEMATCH	
Registration Number:	3283005	SHAPEMATCH	
Serial Number:	77904620	MYSHAPE	
Serial Number:	78919345	SHAPEMATCH	

**OP \$415.00 3805000**

Serial Number:	77800818	MYSHAPE
Serial Number:	77904527	ME COMMERCE
Serial Number:	77900184	MY SHAPE. MY STYLE. MY FIT.

**CORRESPONDENCE DATA**

Fax Number: (888)813-3735  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 97236488630  
Email: mail@entis-ip.com  
Correspondent Name: Allan C. Entis, Intellectual Property Ltd.  
Address Line 1: 6 Raoul Wallenberg  
Address Line 4: Tel Aviv, ISRAEL 69719

ATTORNEY DOCKET NUMBER:	C065-A200-IPMNG
NAME OF SUBMITTER:	Ellen Boermeester
Signature:	/EB/
Date:	03/31/2011

**Total Attachments: 19**  
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Ex. A

### GENERAL ASSIGNMENT

This Assignment is made as of the 12<sup>th</sup> day of January, 2011, by MyShape, Inc. a California corporation, with offices at 210 W. Lexington Drive, Glendale, CA 91230, hereinafter referred to as "Assignor", to Myshape (assignment for the benefit of creditors), LLC, a California limited liability company, hereinafter referred to, along with any successors and assigns, as "Assignee".

### RECITALS

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this Assignment is in the best interests of the Assignor's creditors; and

WHEREAS, Assignor believes that Assignee is well qualified to efficiently administer the Assignment for the benefit of the Assignor's creditors;

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

### AGREEMENT

1. Assignment of Assets.

(a) Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and whatsoever situated, both real (but not facility lease arrangements) and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

(b) This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.



GENERAL ASSIGNMENT

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(c) Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

2. Payment of Fees. Assignee shall be entitled to be paid the fees and recover the costs set forth in the Compensation and Expense Reimbursement Agreement dated as of the date hereof between the Assignor and the Assignee (the "Fee Letter").

3. Appointment of Agents. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

4. Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property"). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

  
General Assignment

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5. Representations and Warranties of the Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

(a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

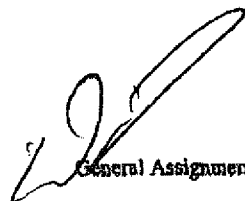
(b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable;

(c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms; and

(d) all claims for wages, expense reimbursements, benefits and other compensation with priority over the Assignor's other creditors pursuant to California Code of Civil Procedure § 1204 accrued or otherwise arising prior to the date hereof have been satisfied in full.

6. Resignation and Replacement of Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of his predecessor in connection with the Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

7. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its members, officers and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for its own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the Assignee from liability for its own misconduct knowingly and intentionally committed in bad faith, except that:

  
General Assignments

(a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee.

(b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this Assignment.

(c) The Assignee shall not be liable for any error of judgment made in good faith.

(d) The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

8. Reliance.

(a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Assignee may consult with legal counsel to be selected by it, and the Assignee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.

(c) Persons dealing with the Assignee shall look only to the assignment estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

9. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

10. Forwarding of Mail. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

11. Counterparts. This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

12. Attorneys fees and costs. Except as set forth in the Fee Letter, the parties agree that each of them shall bear its own legal costs and expenses in connection with the negotiation, drafting, execution or enforcement of this Assignment.

  
General Assignment

13. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

Federal # 20-3409516


**MYSHAPE, INC., a California Corporation, Assignor**

  
By: Mercedes De Luca  
Its: CEO

**Myshape (assignment for the benefit of creditors), LLC, a California limited liability company, Assignee**

By: \_\_\_\_\_

Its: \_\_\_\_\_

  
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13. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.


Assignor's Federal Tax I.D. Number:

**MYSHAPE, INC., a California Corporation, Assignor**

Federal # 20-3409516

By: Mercedes De Luca  
Its: GEO

**Myshape (assignment for the benefit of creditors), LLC, a California limited liability company, Assignee**

By:   
Its: mya



## EXHIBIT B

### Required Assets

*Without making any representation or warranty as to its rights, the assignability or transferability thereof, or to the recovery thereof from any third party, the Required Assets shall include Seller's rights, if any, and only to the extent transferable or assignable under applicable laws, the rights and obligations of Seller in and to the following. Buyer bears full responsibility and expenses of retrieving, removing and transferring the Required Assets, irrespective of the location of such assets.*

The P includes:

- All of Myshape's granted patents, pending patent applications (whether continued, expired, US or foreign) as listed in Exhibit D.
- All of Seller's rights, if any, and to the extent transferable, in and to third-party licenses.
- Any of Seller's rights to pursue legal or other actions relating to the infringement (potential or actual) of the Required Assets.
- All trademarks owned by Seller, as listed in Exhibit E.
- ALL the technology, the algorithms and the software developed by MyShape, including, but not necessarily limited to, ShapeMatch and M3.
- The Customer Data, subject to the limitations described in Exhibit F.
- Documentation of the software, such as it exists.
- The know-hows, files, documents, codes and presentations, if any and only to the extent available and transferable, owned and prepared by Myshape which are not subject to any patents, trademarks or copyrights and which are not otherwise Excluded Assets.

The website includes:

- The following domain names: myshape.com; myshapetoday.com; myshapeworld.com; fitandflatter.com; matchingclothesforyou.com; myShape.co.nz; myShape.com.au; myShape.com.fr.
- All the design, logo, css-files.
- The front end site (Html code).
- The server side code (PHP code).
- All data residing in databases such as (but not limited to) data residing in the osComm database, MySQL data bases, etc., EXCEPT that data specifically excluded under the definition of Excluded Assets.

Additional Assets:

- List of suppliers, manufacturers, designers, retailers and so on that the company worked with, if and to the extent available.
- Copy of vendors agreements, if and to the extent available.

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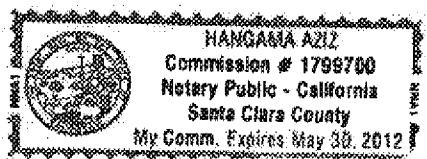
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Clara

On 3/2/11 before me, Hangama Aziz, Notary Public

personally appeared Michael A. Moidy



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

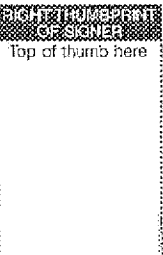
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

CONFIDENTIAL

TRADEMARK PORTFOLIO REPORT

PREPARED FOR

myShape, Inc.  
210 W. Lexington Ave.,  
Glendale, California, 91203

January 20, 2011

PREPARED BY

KILPATRICK TOWNSEND & STOCKTON LLP

<p><b>San Francisco Office</b> TWO EMBARCADERO CENTER EIGHTH FLOOR SAN FRANCISCO, CA 94111 (415) 576-0200 voice (415) 576-0200 facsimile</p>	<p><b>Palo Alto Office</b> 379 LYTTON AVENUE PALO ALTO, CA 94301-1431 (650) 326-2400 voice (650) 326-3422 facsimile</p>	<p><b>Seattle Office</b> 1420 FIFTH AVENUE SUITE 4400 SEATTLE, WA 98101-2325 (206) 467-5600 voice (206) 473-6793 facsimile</p>
<p><b>Beaver's Office</b> 1400 WEWATTA STREET SUITE 600 DENVER, CO 80202 (303) 571-4000 voice (303) 571-4321 facsimile</p>	<p><b>Walnut Creek Office</b> 2175 N. CALIFORNIA BLVD. SUITE 600 WALNUT CREEK, CA 94596 (925) 472-5000 voice (925) 472-8995 facsimile</p>	<p><b>San Diego Office</b> 17730 HIGH BLUFF DRIVE SUITE 400 SAN DIEGO, CA 92130 (619) 590-6100 voice (619) 590-6111 facsimile</p>
<p><b>Washington, DC Office</b> 1301 K STREET, N.W. NINTH FLOOR EAST TOWER WASHINGTON, DC 20005 (202) 481-9900 voice (202) 481-3972 facsimile</p>	<p><b>Tokyo Office</b> THE IMPERIAL HOTEL TOWER 15<sup>th</sup> Floor 1-1-1 UCHEISAIWAICHO CHUYODA-KU, 100-0011 TOKYO, JAPAN +81 3 3507 5669 voice +81 3 3507 5930 facsimile</p>	

Schedule E

Please contact us for explanations or limitations of this report.

MS [Signature]

Class No.	Goods/Services	Priority	Base Date	Serial No.	Registration	Class No.	Goods/Services	Priority	Base Date	Serial No.	Registration	Status & Remarks	Next Due Date	Open Date	Next Due Date	Open Date	Next Due Date	Open Date	Next Due Date	Open Date	Next Due Date	Open Date	Next Due Date	Open Date
45	PERSONAL SHOP (Supplemental)	United States of America	77843553 01/06/2009	3605000 06/15/2010	Class 45: Providing consultancy in the selection of clothing to suit an individual's body shape, measurements and clothing preferences, and vice versa via a global computer network; providing services in the area of personal shopping for clothing to suit an individual's body shape, measurements and clothing preferences, and vice versa via a global computer network.	0262552-0025001US (MMG)	Registered Next Due Date: Section 8 & 15 Open 06/15/2015 Next Due Date: Section 8 & 15 Due 06/15/2016 Next Due Date: Next Renewal Due 06/15/2020																	
35	PERSONAL SHOP	United States of America	77879165 01/05/2009	3844465 08/31/2010	Class 35: Computerized on-line ordering services in the field of clothing and accessories; computerized on-line retail store services in the field of clothing and accessories.	0262552-0025011US (MMG)	Registered Next Due Date: Section 8 & 15 Open 08/31/2015 Next Due Date: Section 8 & 15 Due 08/31/2016 Next Due Date: Next Renewal Due 08/31/2020																	
9, 14, 18, 25, 35, 42, 45	MYS-HAPE	United States of America	77854527 12/16/2008	3789260 05/19/2010	Class 9: Eyeglasses. Class 14: Jewelry. Class 18: Handbags. Class 25: Clothing, namely dresses, jackets, coats, shirts, skirts, shorts, T-shirts, blouses, tops, pants, jeans, sweaters, outerwear, namely, raincoats, and all weather coats, trousers, nightwear, intimate apparel, namely, nightgowns, robes, camisoles and lingerie; belts, scarves, leggings and socks, hair accessories, namely, headbands. Class 35: Computerized on-line ordering services in the field of clothing and accessories; computerized on-line retail store services in the field of clothing and accessories. Class 42: Computer and engineering consultation and research; namely providing on-line non-downloadable computer programs and software to assist persons to find or purchase items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; computer services, namely, acting as an application service provider in the field of knowledge management to host computer application software for searching and retrieving information from databases and computer networks; data automation and collection service using proprietary software to evaluate, analyze and collect service data; database development services; design and development of computerized information and data bases; providing electronic verification of on-line orders of digital content and generating electronic transaction codes which then allow users to access said digital content; providing online non-downloadable software for finding and buying items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; providing specific information as requested by customers via the Internet; updating of computer software for others in the field of clothing selection and electronic commerce. Class 45: Providing consultation in the selection of clothing to suit an individual's body shape, measurements and clothing preferences, and vice versa via a global computer network; providing services in the area of personal shopping for clothing to suit an individual's body shape, measurements and clothing preferences, and vice versa via a global computer network.	0262552-0025601US (MMG)	Registered Next Due Date: Section 9 & 15 Open 05/19/2015 Next Due Date: Section 9 & 15 Due 05/19/2016 Next Due Date: Section 9 & 15 End of Grace 11/18/2016 Next Due Date: Next Renewal Due 05/18/2020 Next Due Date: Renewal End of Grace 11/18/2020																	
9	MYS-HAPE	United States of America	77804920 01/04/2010		Class 9: Computer software for matching items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa	0262552-0027011US (MMG)	Pending - Allowed																	

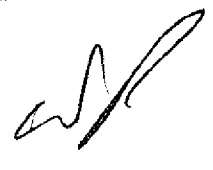
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Canada	MY-SHAPE & Design	1330578 12/22/2006	78616535 06/26/2006	322738 05/01/2007	<p>Verbal:</p> <p>Wares:</p> <p>(1) Shawls.</p> <p>(2) Computer software for matching items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa.</p> <p>(3) Eyeglasses.</p> <p>(4) Clothing, namely dresses, jackets, coats, suits, skirts, shorts, T-shirts, blouses, tops, pants, jeans, shoes, sweaters, outerwear, trousers, hats, nightwear, intimate apparel, lingerie, and underwear.</p> <p>Services:</p> <p>(1) Computerized on-line ordering services in the field of clothing and accessories; computerized on-line retail store services in the field of clothing and accessories.</p> <p>(2) Computerized on-line services that match items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa.</p> <p>(3) Retail store services in the field of clothing and accessories.</p> <p>(4) Computer and engineering consultation and research, namely providing computer programs and software to others that assist persons to find or purchase items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; computer consultation; computer programming for others; computer services, namely, acting as an application service provider in the field of knowledge management to host computer application software for searching and retrieving information from databases and computer networks; computer services, namely, data recovery services; computer software consultation; computer software development; computer software design; computer programming, or maintenance of computer software; computer hardware and software systems for others; data automation and collection services using proprietary software to evaluate, analyze and collect information and data bases; design for others in the fields of computers and clothing; installation of computer software; providing electronic verification of on-line orders of digital content and generating electronic permission codes which then allow users to access said digital content; providing online non-downloadable software for persons to find and buy hats or articles of clothing to suit an individual's body shape, measurements and clothing preferences; providing specific information as requested by customers via the Internet; software authoring; updating of computer software for others.</p>	<p>026262-092700CA (MMMG)</p>
United States of America	MY-SHAPE & Design	78616535 06/26/2006	322738 05/01/2007	<p>Registered</p> <p>Next Due Date: Section 8 &amp; 15 Open 05/01/2012</p> <p>Next Due Date: Section 8 &amp; 15 Due 05/01/2013</p> <p>Next Due Date: Next Renewal Due 05/01/2017</p>	<p>026262-092700US (MMMG)</p>	
WIPO	MY-SHAPE & Design	828840 12/21/2006	828840 12/21/2006	<p>Class 9: Computer software for matching items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa; eyeglasses.</p> <p>Class 25: Clothing, namely dresses, jackets, coats, suits, skirts, shorts, T-shirts, blouses, tops, pants, jeans, shoes, sweaters, outerwear, trousers, hats, nightwear, intimate apparel, lingerie, underwear, shawls.</p>	<p>026262-092700WO (MMMG)</p>	

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European Union	9, 25, 35, 42, 45	826840 12/21/2006	326640 12/21/2006	<p>service data; database development services; design and development of information and data bases; design for others in the fields of computers and clothing; installation of computer software; providing electronic verification of on-line orders of digital content and generating electronic permission codes which then allow users to access said digital content; providing online non-downloadable software for persons to find and buy items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; software authoring; updating of computer software for others.</p> <p>Class 45: Computerized on-line services that match items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa.</p> <p>Class 8: Computer software for matching items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa; eyeglasses.</p> <p>Class 25: Clothing, namely dresses, jackets, coats, suits, skirts, shorts, T-shirts, blouses, tops, pants, jeans, shoes, sneakers, outerwear, trousers, hats, nightwear, intimate apparel, lingerie, underwear, shawls.</p> <p>Class 35: Computerized on-line ordering services in the field of clothing and accessories; computerized on-line retail store services in the field of clothing and accessories; retail store services in the field of clothing and accessories.</p> <p>Class 42: Computer and engineering consultation and research, namely providing computer programs and software to others that assist persons to find or purchase items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; computer consultation; computer programming for others; computer services, namely, acting as an application service provider in the field of knowledge management to host computer application software for searching and retrieving information from databases and computer networks; computer services, namely, data recovery services; computer software consultant; computer software development; computer software design; computer programming or maintenance of computer software; consultation services in the fields of selection, implementation and use of computer hardware and software systems for others; data automation and collection service using proprietary software to create, analyze and collect service data; database development services; design and development of information and data bases; design for others in the fields of computers and clothing; installation of computer software; providing electronic verification of on-line orders of digital content and generating electronic permission codes which then allow users to access said digital content; providing online non-downloadable software for persons to find and buy items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; software authoring; updating of computer software for others.</p> <p>Class 45: Computerized on-line services that match items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa.</p> <p>Class 9: Computer software for matching items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa; eyeglasses.</p> <p>Class 25: Clothing, namely dresses, jackets, coats, suits, skirts, shorts, T-shirts,</p>	026282-002700WOUJ (MMG)	Registered
Japan	9, 25, 35, 42, 45	826840 12/21/2006	826640 12/21/2006	<p>service data; database development services; design and development of information and data bases; design for others in the fields of computers and clothing; installation of computer software; providing electronic verification of on-line orders of digital content and generating electronic permission codes which then allow users to access said digital content; providing online non-downloadable software for persons to find and buy items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; software authoring; updating of computer software for others.</p> <p>Class 45: Computerized on-line services that match items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa.</p> <p>Class 8: Computer software for matching items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa; eyeglasses.</p> <p>Class 25: Clothing, namely dresses, jackets, coats, suits, skirts, shorts, T-shirts,</p>	026282-002700WOUJ (MMG)	Registered

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Class No.	Class Description	Priority Date	Registration No.	Registration Date	Registration Office	Registration Status	Registration Fee
45	<p>blouses, tops, pants, jeans, shirts, sweaters, outerwear, trousers, hats, nightwear, intimate apparel, lingerie, underwear, slippers.</p> <p>Class 35: Computerized on-line ordering services in the field of clothing and accessories; computerized on-line retail store services in the field of clothing and accessories; retail store services in the field of clothing and accessories.</p> <p>Class 42: Computer and engineering consultation and research, namely providing computer programs and software to assist persons in find or purchase items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; computer consultation; computer programming for dress; computer services, namely, acting as an application service provider in the field of knowledge management to host computer application software for searching and retrieving information from databases and computer networks; computer services, namely, data recovery services; computer software consultation; computer software development; computer software design, computer programming, or maintenance of computer software; computer hardware and software systems for others; data substitution and collection services using proprietary software to evaluate, analyze and collect service data; database development services; design and development of information and data bases; design for others in the fields of computers and clothing; installation of computer software; providing electronic verification of on-line orders of digital content and generating electronic permission codes which then allow users to access said digital content; providing online non-downloadable software for persons to find and buy items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; software authoring; updating of computer software for others.</p> <p>Class 45: Computerized online services that match items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa.</p>	75/919316 06/23/2006	3266274 09/26/2007	028262-002800US (MMG)	Registered Next Due Date: Section 8 & 15 Open 08/28/2012 Next Due Date: Section 8 & 15 Due 08/28/2013 Next Due Date: Next Renewal Due 08/28/2017	United States of America	028262-002800US
35	<p>Class 35: Computerized on-line ordering services in the field of clothing and accessories; computerized on-line retail store services in the field of clothing and accessories.</p>	76/918200 06/26/2006	5443088 06/03/2008	028262-002900US (MMG)	Registered Next Due Date: Section 8 & 15 Open 06/03/2013 Next Due Date: Section 8 & 15 Due 06/03/2014 Next Due Date: Next Renewal Due 06/03/2018	United States of America	028262-002900US
25	<p>Clothing, namely dresses, jackets, coats, suits, skirts, shorts, T-shirts, blouses, tops, pants, jeans, shirts, sweaters and underwear; outerwear, namely, coats, jackets and all weather coats; blouses, hats, nightwear; intimate apparel, namely, nightgowns, robes, camisoles and lingerie.</p>	76/919293 06/26/2006	3750794 02/16/2010	028262-003000US (MMG)	Registered Next Due Date: Section 8 & 15 Open 8/2/18/2015 Next Due Date: Section 8 & 15 Due 02/16/2016 Next Due Date: Next Renewal Due 02/16/2021	United States of America	028262-003000US

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IPC Class. Subclass	IPC Class. Subclass	IPC Class. Subclass	IPC Class. Subclass	IPC Class. Subclass	IPC Class. Subclass	IPC Class. Subclass	IPC Class. Subclass	IPC Class. Subclass	IPC Class. Subclass	IPC Class. Subclass	IPC Class. Subclass
United States of America	MYSHAPE	9, 35	78919528 08/28/2006	3753378 02/23/2010	Class 9: Eyeglasses. Class 35: Retail store services in the field of clothing and accessories.	Registered Next Due Date: Section 8 & 15 Open 02/23/2015 Next Due Date: Section 8 & 15 Due 02/23/2015 Next Due Date: Next Renewal Due 02/23/2020	025002-000100US (MMG)				
United States of America	MYSHAPE.COM	35, 45	78919464 08/28/2006	3428694 05/13/2008	Class 36: Computerized on-line ordering services in the field of clothing; computerized on-line retail store services in the field of clothing. Class 45: Providing consultation in the selection of clothing to suit an individual's body shape, measurements and clothing preferences, and vice versa via a global computer network; providing services in the area of personal shopping for clothing to suit an individual's body shape, measurements and clothing preferences, and vice versa via a global computer network.	Registered Next Due Date: Section 8 & 15 Open 05/13/2015 Next Due Date: Section 8 & 15 Due 05/13/2014 Next Due Date: Next Renewal Due 05/13/2018	025002-000300US (MMG)				
Canada	SHAPEMATCH		1330520 12/22/2006		Wares: (1) Computer software for matching items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa. (2) Eyeglasses. (3) Clothing, namely: dresses, jackets, coats, suits, skirts, shorts, t-shirts, blouses, tops, pants, jeans, shoes, sweaters, outerwear, trousers, hats, nightwear, intimate apparel, lingerie, and underwear. Services: (1) Computerized services that suggest items or articles of clothing to suit an individual's body shape, measurements and clothing preferences, and vice versa. (2) Computer and engineering consultation and research, namely: providing computer programs and software to others that assist persons to find or purchase items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; computer consultation; computer programming for others; computer service, namely, acting as an application service provider in the field of knowledge management to host computer application software for searching and retrieving information from databases and computer networks; computer services, namely, data recovery services; computer software consultation; computer software development; computer software design; computer programming, or maintenance of computer software; consultation services in the field of selection, implementation and use of computer hardware and software systems for others; data automation and collection services using proprietary software to evaluate, analyze and collect service data; database development services; design and development of information and data bases; design for others in the field of computer and clothing; installation of computer software; providing electronic verification of on-line orders or digital content and generating electronic permission codes which then allow users to access said digital content; providing online non-downloadable software for persons to find and buy items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; providing specific information as requested by customers via the Internet; software authoring; updating of computer software for others. Class 9: Computer software for matching items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa; eyeglasses. Class 35: Computer software for matching items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa.	Pending	025002-000300CA (MMG)				
United States of America	SHAPEMATCH	9	78919543 08/28/2006			Pending - Allowed	025002-000300US (MMG)				
WIPO	SHAPEMATCH	9, 25, 42	918317	818317		Registered	025002-000300WO				

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Country	Priority Date	Priority No.	Priority Class	Priority No.	Priority Class	Priority No.	Priority Class	Priority No.	Priority Class	Priority No.	Priority Class	Priority No.	Priority Class	Priority No.	Priority Class	Priority No.	Priority Class
Australia	12/21/2006	173046	9, 25, 42	918317	12/21/2006	173046	9, 25, 42	918317	12/21/2006	173046	9, 25, 42	918317	12/21/2006	173046	9, 25, 42	918317	12/21/2006
European Union	12/21/2006	173046	9, 25, 42	918317	12/21/2006	173046	9, 25, 42	918317	12/21/2006	173046	9, 25, 42	918317	12/21/2006	173046	9, 25, 42	918317	12/21/2006

Individual's body shape, measurements and clothing preferences, and vice versa; eyeglasses.

Class 28: Clothing, namely dresses, jackets, coats, suits, skirts, shorts, T-shirts, blouses, tops, pants, jeans, shoes, sweaters, underwear, trousers, hats, nightwear, intimate apparel, lingerie, underwear.

Class 42: Computer and engineering consultation and research, namely providing computer programs and software to others that assist persons to find purchase items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; computer consultation; computer programming for others; computer services, namely, acting as an application service provider in the field of knowledge management for databases and application software for searching and retrieving information from databases and computer networks; computer services, namely, data recovery services; computer software consultation; computer software development; computer software design, computer programming, or maintenance of computer software; consultation services in the fields of selection, implementation and use of computer hardware and software systems for others; data automation and collection service using proprietary software; design and development of information and data bases; design for others in the fields of computers and clothing; installation of computer software; providing electronic verification of on-line orders of digital content and generating electronic verification codes which then allow users to access said digital content; providing online non-downloadable software for persons to find and buy items, or articles of clothing to suit an individual's body shape, measurements and clothing preferences; software updating; updating of computer software for others.

Class 45: Computerized services that suggest items or articles of clothing to suit an individual's body shape, measurements and clothing preferences, and vice versa.

Class 9: Eyeglasses.

Class 25: Clothing, namely dresses, jackets, coats, suits, skirts, shorts, T-shirts, blouses, tops, pants, jeans, shoes, sweaters, underwear, trousers, hats, nightwear, intimate apparel, lingerie, underwear.

Class 42: Computer services, namely, data recovery services; providing electronic verification of on-line orders of digital content and generating electronic verification codes which then allow users to access said digital content.

Class 9: Computer software for matching items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa; eyeglasses.

Class 25: Clothing, namely dresses, jackets, coats, suits, skirts, shorts, T-shirts, blouses, tops, pants, jeans, shoes, sweaters, underwear, trousers, hats, nightwear, intimate apparel, lingerie, underwear.

Class 42: Computer and engineering consultation and research, namely providing computer programs and software to others that assist persons to find or purchase items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; computer consultation; computer programming for others; computer services, namely, acting as an application

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<p>service provider in the field of knowledge management to host computer application software for searching and retrieving information from databases and computer software; computer services, namely, data recovery services; computer software consultation, computer software development; computer software design, computer programming, or maintenance of computer software; consultation services in the fields of selection, implementation and use of computer hardware and software systems for others; data substitution and collection service using proprietary software to evaluate, analyze and collect information and data bases; design for others in the fields of computers and clothing; installation of computer software; providing electronic verification of online orders of digital content and generating electronic permission codes which then allow users to access said digital content; providing online non-downloadable software for persons to find and buy items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; software authoring; updating of computer software for others.</p>	<p>Class 45: Computerized services that suggest items or articles of clothing to suit an individual's body shape, measurements and clothing preferences, and vice versa.</p>	<p>Class 9: Computer software for matching items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa; eyeglasses.</p> <p>Class 25: Clothing, namely dresses, jackets, coats, suits, skirts, shirts, T-shirts, blouses, tops, pants, jeans, shoes, sweaters, outerwear, trousers, hats, nightwear, intimate apparel, lingerie, underwear.</p> <p>Class 42: Computer and engineering consultation and research, namely providing computer programs and software to others that assist persons to find or purchase items or articles of clothing to suit an individual's body shape; measurements and clothing preferences; computer consultation; computer programming for others; computer service, namely, acting as an application service provider in the field of knowledge management to host computer application software for searching and retrieving information from databases and computer networks; computer services, namely, data recovery services; computer software consultation; computer software development; computer software design, computer programming, or maintenance of computer software; consultation services in the fields of selection, implementation and use of computer hardware and software systems for others; data substitution and collection services using proprietary software to evaluate, analyze and collect information and data bases; design for others in the fields of computers and clothing; installation of computer software; providing electronic verification of online orders of digital content and generating electronic permission codes which then allow users to access said digital content; providing online non-downloadable software for persons to find and buy items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; software authoring; updating of computer software for others.</p>	<p>Class 45: Computerized services that suggest items or articles of clothing to suit an individual's body shape, measurements and clothing preferences, and vice versa.</p> <p>Class 25: Clothing, namely dresses, jackets, coats, suits, skirts, shirts, blouses, tops, pants, jeans, shoes, sweaters, outerwear, trousers, hats, nightwear, intimate apparel, lingerie, underwear.</p>
<p>Japan</p>	<p>SHAPEMATCH</p>	<p>9, 25, 42</p>	<p>9, 25, 42</p>
<p>Registered</p>	<p>Registered</p>	<p>916317        12/21/2006</p>	<p>3750813</p>
<p>020262-0033P/US</p>	<p>Registered</p>	<p>79881320</p>	<p>3750813</p>

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United States of America	SHAPEMATCH	45	788910351 06/28/2006	5789005 08/21/2007	02/16/2010	06/28/2006	02/16/2010	<p>blouses, tops, pants, jeans, shoes, sweaters and underwear, outerwear, jewelry, coats, jackets and all weather coats, trousers, hats, nightwear, intimate apparel, namely, nightgowns, robes, camisoles and lingerie.</p> <p>Class 42: Computer and engineering consultation and research, namely providing on-line downloadable computer programs and software to others that assist persons to find or purchase items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; computer consultation, computer programming for others; computer service, namely, acting as an application service provider in the field of knowledge management; host computer application software for searching and retrieving information from databases and computer networks; computer software development services; computer software consultation; computer software development services; computer software design, computer programming, or maintenance of computer software; consultation services in the fields of selection, implementation and use of computer hardware and software systems to evaluate, analyze and collect service data; database development services; design and development of information and data bases; design for others in the fields of computers and clothing; installation of computer software; providing electronic verification of on-line orders of digital content and generating electronic permission codes which downloadable software for persons to find and buy items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; providing specific information as requested by customers via the Internet; software auditing; localizing of computer software for others.</p>	<p>Registered</p> <p>Next Due Date: Section 8 &amp; 15 Open 08/21/2012</p> <p>Next Due Date: Section 8 &amp; 15 Due 08/21/2013</p> <p>Next Due Date: Next Renewal Due 08/21/2017</p>	028262-003400US (MMG)
United States of America	INTSHAPE	9, 14, 15, 18, 25, 33, 42, 45	77800618 08/10/2008					<p>Class 9: Computer software for matching items or articles of clothing to an individual's body shape, measurements and clothing preferences, and vice versa; downloadable Internet browser plug-ins and client server applications in the fields of clothing and fashion; software in the nature of pre-configured and customized web widgets, gadgets and indexing plug-ins for use in conducting online sales transactions; software and pre-recorded video content for use with retail point-of-sale displays, eyeglasses.</p> <p>Class 14: Jewelry.</p> <p>Class 18: Printed periodicals in the field of fashion.</p> <p>Class 18: Handbags.</p> <p>Class 25: Clothing and ready-to-wear, namely dresses, jackets, coats, shirts, skirts, slacks, shorts, T-shirts, blouses, tops, pants, jeans, sweaters, outerwear, namely, coats, jackets and all weather coats, trousers, nightwear; intimate apparel, namely, nightgowns, robes, camisoles and lingerie; hats, scarves, leggings and socks; hair accessories, namely, headbands; swimwear, wedding dresses and gowns.</p>	<p>Pending -- Allowed</p>	028262-004300US (MMG)

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United States of America	ME COMMERCE	35, 45	77804527 01/04/2010		Class 35: Computerized on-line ordering services in the field of clothing and accessories; computerized on-line retail store services in the field of clothing and accessories.  Class 42: Computer and engineering consultation and research, namely providing on-line non-downloadable computer programs and software to assist persons to find or purchase items or articles of clothing to suit an individual's body shape, measurements and clothing preferences; computer service, namely, acting as an application service provider in the field of knowledge management to host computer application software for searching and retrieving information from databases and computer networks; data automation and collection services using proprietary software to evaluate, analyze and collect service data; database development services; design and development of information and data bases; providing electronic verification of on-line orders of merchandise and generating electronic purchase orders which then allow users to access said merchandise; providing specific information as requested by customers via the Internet; updating of computer software for others; providing customized consulting, namely, providing specific information as requested by customers via the Internet; providing programming code to assist users in creating, editing, reviewing, publishing and sharing weblogs.  Class 45: Providing fashion consultation in the selection of clothing to suit an individual's body shape, measurements and clothing preferences, and vice versa via a global computer network; providing services in the area of personal shopping for clothing to suit an individual's body shape, measurements and clothing preferences, and vice versa via a global computer network.	12/28/2004 (MMG)
United States of America	MY SHAPE, MY STYLE, MY FIT.	25, 35	77800184 12/23/2008		Class 25: Clothing and maternity wear, namely, dresses, skirts, suits, shirts, shorts, T-shirts, blouses, tops, pants, jeans, sweaters, outerwear, namely, coats, jackets and all weather coats, trousers, nightwear, intimate apparel, namely, nightgowns, robes, camisoles and lingerie, belts, scarves, leggings and socks; hair accessories, namely, headbands; swimwear; wedding dresses and gowns.  Class 35: Computerized on-line ordering services in the field of clothing and accessories; computerized on-line retail store services in the field of clothing and accessories.	02/28/2004 (MMG)

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