

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOP DIRECT HOME SHOPPING LIMITED		04/01/2011	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	LITTLEWOODS LIMITED		
Street Address:	FIRST FLOOR, SKYWAYS HOUSE, SPEKE ROAD		
City:	SPEKE, LIVERPOOL,		
State/Country:	UNITED KINGDOM		
Postal Code:	L70 1AB		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3251597	VERY.COM	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Ave.		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	VERY.COM/SPEAKE/61480.1/V		
DOMESTIC REPRESENTATIVE			
Name:	Weil, Gotshal & Manges LLP		
Address Line 1:	767 Fifth Ave.		
Address Line 4:	New York, NEW YORK 10153		

CH \$40.00 3251597

NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	04/25/2011
Total Attachments: 2 source=Very.com#page1.tif source=Very.com#page2.tif	

THIS TRADE MARK ASSIGNMENT AGREEMENT is made on 1st April 2011 between the following parties:

- (1) **SHOP DIRECT HOME SHOPPING LIMITED** a company incorporated in England and Wales (with registered number 04663281) whose registered office is at First Floor, Skyways House, Speke Road, Speke, Liverpool L70 1AB ("Assignor"); and
- (2) **LITTLEWOODS LIMITED** a company incorporated in England and Wales (with registered number 00262152) whose registered office is at First Floor, Skyways House, Speke Road, Speke, Liverpool L70 1AB ("Assignee").

BACKGROUND

The Assignor is the owner of US trade mark, VERY.COM, registration number 3251597 (the "Trade Mark"). The Assignor has agreed to assign the Trade Mark to the Assignee and all of the Assignor's right, title and interest in and to the Trade Mark on the terms set out in this Agreement and the Assignee wishes to accept such assignment.

AGREED TERMS

1 ASSIGNMENT

In consideration of the sum of one pound sterling (£1), receipt and sufficiency of which is acknowledged by the Assignor, the Assignor hereby assigns, with full title guarantee unencumbered by any third-party claims or other third-party rights, to the Assignee absolutely the Trade Mark and all and any rights in and to the Trade Mark, any common law rights thereto, the right to apply for the registration thereof, the right to sue for past infringements (including, without limitation, the right to take proceedings for passing off) and to retain any damages obtained as a result of such action and all the goodwill attaching to the Trade Mark together with the goodwill attaching to and associated with the Trade Mark and of the business in which the Trade Mark have been used by the Assignor to hold the same unto the Assignee absolutely.

2 FURTHER ASSURANCE

The Assignor shall, at the reasonable request and expense of the Assignee, do or procure to be done all such further acts and execute or procure the execution of all such other documents as the Assignee may from time to time require in order to enable the Assignee to use, protect, enforce or otherwise enjoy the Trade Mark in full.

3 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

4 GOVERNING LAW AND JURISDICTION

- 4.1 This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of the England and Wales.

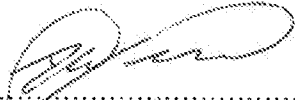
4.2 The parties irrevocably agree that the courts of the England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by

for and on behalf of

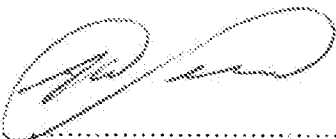
**SHOP DIRECT HOME SHOPPING
LIMITED**


.....
Director or authorised signatory

Signed by

for and on behalf of

LITTLEWOODS LIMITED


.....
Director or authorised signatory