

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bidz.com		12/08/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bidding Unlimited Incorporated		
Street Address:	639 S. Broadway Floor 8		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90014		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3548911	BIDZ.COM	
Registration Number:	3548909	BIDZ	
Registration Number:	1357955	LUNDSTROM	
Registration Number:	1617216	LUNDSTROM	
Registration Number:	0203945	KREMENTZ	
Registration Number:	0808483	KREMENTZ	
Registration Number:	1252860	KREMENTZ	
Registration Number:	1184693	WHITEHALL	
Registration Number:	0000000	ADMIRAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8186899377		
Email:	daniela@bidz.com		
Correspondent Name:	Daniella Zinberg		
Address Line 1:	639 S. Broadway Floor 8		
Address Line 4:	Los Angeles, CALIFORNIA 90014		
NAME OF SUBMITTER:	Daniella Zinberg		

OP \$240.00 3548911

SIGNATURE:	/Daniella Zinberg/
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DATE SIGNED:	03/12/2015
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Total Attachments: 117

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of December 8, 2014 (the "Effective Date"), by and between Insolvency Services Group, Inc., a California corporation (the "Seller" and/or "Assignee"), as Assignee for the Benefit of Creditors of Bidz.com, Inc. (the "Assignor"), with its principal office located at 9107 Wilshire Blvd., Suite 800, Beverly Hills, CA 90210, and Bid Now, LLC, a Delaware limited liability company (the "Buyer"), with an office located at 639 S. Broadway, Floor 8, Los Angeles, CA 90014.

RECITALS

A. By a duly adopted resolution of the board of directors and approval of at least 51% of the shareholders of the Assignor, Assignor executed and delivered to Seller, as Assignee, a general assignment for the benefit of all of its creditors and, as a consequence thereof: (i) assigned by operation of law all of its rights, title and interest in and to the Assignor's tangible and intangible assets (the "Assets") to Seller, and (ii) in so doing also designated Seller to act, pursuant to California law, as the Assignee for the benefit of creditors of the Assignor. The General Assignment agreement (the "General Assignment") between Assignor and Seller, as Assignee, is attached hereto as *Exhibit "A"*.

B. Seller and Buyer have identified a subset of the Assets consisting of Assignor's domain names, trademarks, and its customer database all as described hereinafter (collectively, the "Purchased Assets").

C. The Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, Buyer and Seller hereby agree as follows:

Section 1.1 PURCHASE AND SALE OF PURCHASED ASSETS. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer at the Closing (as defined in Section 2(b) below), and Buyer agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title and interest in and to all of the Purchased Assets. The Purchased Assets will be sold, assigned, transferred and conveyed to Buyer on the Closing Date (as defined in Para. 2(b) herein) free and clear of all security interests of Record. Of Record security interests means a document filed with the appropriate filing officer according to applicable local law giving notice of a security interest in the Purchased Assets (collectively, "Encumbrances"). The Purchased Assets are all of Seller's right, title and interest in and to the assets listed in Schedules 1.1(A), 1.1(B), 1.1(C) and 1.1(D), attached hereto and the asset referenced in Section 1.2(f) hereof.

Section 1.2 DOMAIN NAMES

(a) Pursuant to the General Assignment, the Assignee is the owner of the domain names listed in Schedule 1.1(A) that are registered with a registrar or registrars under Assignee's control (the "Domain Names").

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(b) Assignee hereby irrevocably transfers, conveys and assigns to Buyer, free and clear of all Encumbrances, the Domain Names, all of its rights, title and interest therein, and all goodwill and account records associated therewith.

(c) At Closing, the Assignee shall take all necessary steps to initiate the transfer of the Domain Names electronically, including unlocking the Domain Names and providing the relevant authorization codes to Buyer.

(d) At its sole cost and expense, the Assignee shall execute any and all instruments, writings and other documents in order to effect the transfer of the Domain Names to Buyer, and otherwise cooperate with the Buyer to cause the transfer of the Domain Names to Buyer.

(e) Assignee shall not: (i) transfer the Domain Names to any party other than Buyer or (ii) change the registrar of the Domain Names from the current registrar to any other registrar.

(f) The Purchased Assets include Seller's interest in the domain name "bids.com." All references herein to Domain Names shall include the domain name "bids.com."

Section 1.3 TRADEMARKS

Pursuant to the General Assignment, the Assignee is the owner of the trademarks and any pending applications for trademark and/or associated registrations in the United States, all as more specifically set forth on Schedule 1.1(B) attached hereto (collectively, the "Trademarks"). The Assignee hereby irrevocably transfers, conveys and assigns to Buyer the Trademarks and any pending applications for trademarks, free and clear of all Encumbrances, together with all of its right, title and interest therein, and all goodwill associated therewith.

Section 1.4 CUSTOMER DATABASE

(a) Pursuant to the General Assignment, the Assignee is the owner of the customer database, all as more specifically set forth on Schedule 1.1(C) attached hereto (collectively, the "Customer Database").

(b) Subject to the obligations set forth in Section 3 hereto, the Assignee hereby irrevocably transfers, conveys and assigns to Buyer, free and clear of all Encumbrances, the Customer Database, together with all of its rights, title and interest therein, and all goodwill associated therewith.

Section 1.5 SOFTWARE AND OTHER INTANGIBLES.

(a) Pursuant to the General Assignment, the Assignee is the owner of the certain additional assets formerly owned by Assignor consisting of: (i) Build-Release History website; and (ii) Website Live Code (collectively, the "Additional Assets"). The software files, constituting a portion of the Additional Assets as referenced herein, are being sold, assigned and transferred in whatever format and condition exists as of the date hereof, without any warranty or representation of any kind or nature as to the contents of the software files or that such files are in any particular format or that such files are complete. The Additional Assets are described in

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Schedule 1.1(D) attached hereto. All of the software files constituting a portion of the Additional Assets are likewise described in Schedule 1.1(D) attached hereto.

(b) Subject to the obligations set forth in Section 3 hereto, Assignee hereby irrevocably transfers, conveys and assigns to Buyer, free and clear of all Encumbrances, the Additional Assets, together with all of its rights, title and interest therein and all goodwill associated therewith.

Section 1.6 FURTHER ASSURANCES

At any time and from time to time after the Closing Date, at the request of Buyer and without further consideration, the Assignee will execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation as may be reasonably requested in order to more effectively transfer, convey and assign to Buyer the Purchased Assets.

Section 1.7 [Omitted].

Section 1.8 EXCLUDED LIABILITIES

Buyer shall not assume or be responsible for any liabilities, debts or obligations of the Assignee (or the Assignor) of any kind or nature. Without limiting the foregoing, Buyer expressly is not assuming any of the following liabilities, whether accrued or fixed, absolute or contingent, known or unknown, determined or determinable, and whenever arising (the "Excluded Liabilities"):

1.8.1. Any liabilities and obligations of the Assignee and/or the Assignor, including but not limited to any federal, state, local or foreign taxes (including franchise, income, single business sales, use, payroll, occupation, property, excise, withholding, transfer and other taxes);

1.8.2. Any claim (as defined in Section 101(5) of the Bankruptcy Code), demands, liabilities or obligations of any nature whatsoever (including, without limitation, claims, demands, liabilities or obligations in respect of advances or loans, goods sold, warehouse claims, environmental matters, employee-related claims, occupational safety, workers' or workmen's compensation, grievance proceedings or actual or threatened litigation, suits claims, demands or governmental proceedings) which arose or were incurred on or before the Closing Date, or which are based on events occurring or conditions existing on or before the Closing Date, or which are based on products sold or services performed by the Assignor and/or the Assignee on or before the Closing Date.

1.8.3. Any liabilities and obligations of the Assignee under this Agreement, any bill of sale or related instrument issued in connection with this Agreement or otherwise in connection with the transactions contemplated by this Agreement; and

1.8.4. Any liabilities of the Assignee and/or the Assignor to present or former employees (or their beneficiaries), consultants or agents for continued employment or for any compensation, commissions, vacation or sick day liabilities, severance obligations, any obligation to any former employee, agent, or independent contractor, pension contribution or

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other benefits accrued or otherwise payable (including, without limitation, any WARN Act liabilities), and any liabilities or obligations to present or former shareholders.

Section 1.9 CLOSING.

(a) At the Closing, the Assignee shall deliver or cause to be delivered to Buyer to a Bill of Sale in substantially the form of *Exhibit "B"* hereto transferring the Purchased Assets to the Buyer;

(i) Title Passage. Upon the Closing, the Assignee shall make available to Buyer possession of all of the Purchased Assets and shall further, upon Buyer's request and at no additional cost to the Buyer, execute assignments, conveyances and/or bills of sale reasonably requested to convey to Buyer title to all the Purchased Assets, as well as such other instruments of conveyance as counsel for the Buyer may reasonably deem necessary to effect or evidence the transfers contemplated hereby. The Assignee shall promptly execute and deliver to the Buyer any and all such further assignments, endorsements and other documents as Buyer may reasonably request for the purpose of effectuating the terms and conditions herein.

(ii) Retention of Documents. At Closing, unless legally prohibited from doing so, all of the business records of Assignor relating or pertaining to the Purchased Assets shall be transferred to Buyer including all records, data logs, or operational data of the business related to the Purchased Assets.

(iii) UNLESS OTHERWISE SET FORTH BELOW, IT IS UNDERSTOOD AND AGREED THAT, UNLESS EXPRESSLY STATED HEREIN, THE ASSIGNEE IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSETS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(iv) BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, ASSIGNEE SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND THE ASSIGNEE IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASED ASSETS OR RELATING THERETO MADE OR FURNISHED BY ASSIGNEE OR ITS REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS OTHERWISE REPRESENTED IN THIS AGREEMENT.

(v) BUYER ACKNOWLEDGES PRIOR TO CLOSING THAT BUYER HAD THE OPPORTUNITY TO CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PURCHASED ASSETS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED ASSETS AND ITS ACQUISITION THEREOF.

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Section 2. PURCHASE PRICE; PAYMENT.

(a) In consideration of the sale, transfer, conveyance and assignment of the Purchased Assets to Buyer at the Closing, Buyer shall pay Seller the purchase price for the Purchased Assets, as follows:

(i) Purchase Price. The purchase price for the Purchased Assets shall be Five Hundred Fifteen Thousand Dollars (\$515,000.00) (the "Purchase Price").

(ii) Deposit. Buyer has heretofore delivered to Seller the sum of One Hundred Fifteen Thousand Dollars (\$115,000.00) (the "Deposit") on account of the Purchase Price. The Deposit is "at risk," meaning if the Buyer breaches this Agreement through no fault of Seller, the Deposit shall be forfeited by Buyer and be treated as liquidated damages for Seller. No other consideration shall be due from or payable by Buyer in the event of its breach of this Agreement.

(iii) Delivery of Purchase Price. Buyer shall deliver to Seller the balance of the Purchase Price of Four Hundred Thousand dollars (\$400,000.00) plus any sales tax on the Purchased Assets which Seller is legally obligated to collect by cashier's check or wire transfer to Seller's attorney's trust account one business day before Closing.

(iv) Risk of Loss. All risk of loss respecting the Purchased Assets passes to Buyer upon Closing. Buyer acknowledges as of Closing that Seller will not be insuring the Purchased Assets.

(b) Closing. The consummation of the purchase and sale of the Purchased Assets contemplated hereby (the "Closing") will take place on December 11, 2014 (the "Closing Date"), or at such other time or date, as may be mutually agreed to by the parties hereto. If the Closing does not occur on or prior to the Closing Date, or such later date upon which Buyer and Assignee may agree in writing, this Agreement shall terminate upon after five (5) days written notice of termination given by either party hereto that is not in default of its obligations hereunder and which default has not been cured, and thereupon this Agreement shall become null and void and no party hereto will have any further rights or obligations hereunder.

(c) Failure to Close; Termination. This Agreement may be terminated:

(i) at any time prior to the Closing by mutual written agreement of Seller and Buyer;

(ii) by either Seller or Buyer if the Closing shall not have timely occurred as set forth above;

(iii) at any time prior to the Closing by either Seller or Buyer in the event of a material breach of any representation or warranty or failure to perform in any material respect any covenant contained in this Agreement by the other party hereto, provided that the breaching party has not cured such breach within five (5) business days of written notice thereof;

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(iv) at any time prior to the Closing by either Seller or Buyer if the satisfaction of any condition to its obligations to consummate the Closing becomes legally impossible (other than as a result of the terminating party's breach of this Agreement); or

(v) if any court of competent jurisdiction or other governmental body shall have issued an order, decree or ruling, or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated hereby, provided that this Agreement shall not be terminated pursuant to this paragraph unless the party terminating this Agreement has utilized its reasonable best efforts to oppose the issuance of such order, decree or ruling or the taking of such actions;

(vi) the Closing has not occurred on or prior to December 9, 2014, for any reason other than the breach of any provision of this Agreement by the party terminating this Agreement;

(vii) any of the conditions set forth in this Agreement has not been satisfied or shall have become incapable of fulfillment and shall not have been waived by the party entitled to the benefit of such condition.

Section 3. ADDITIONAL RE CUSTOMER DATA.

(a) Customer Data/Privacy Policy. In connection with its purchase of the customer information, Buyer agrees: (i) to comply with and be bound by the terms of all privacy policies with respect to its customers; (ii) to employ appropriate information security controls and procedures (technical, operational, and managerial) to protect such information; and (iii) to abide by all applicable laws and regulations with respect to such information.

(b) No Obligations to Third Parties. Except as otherwise set forth in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties to this Agreement.

Section 4. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby represents and warrants to Seller that all the following statements are true, accurate and correct:

(a) Due Organization; Affiliation. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of Delaware.

(b) Power and Authority; No Default. Buyer has all necessary power and authority to enter into this Agreement and all other documents that Buyer is required to execute and deliver hereunder, and holds or will timely hold all permits, licenses, orders and approvals of all federal, state and local governmental or regulatory bodies necessary and required therefor. The signing, delivery and performance by Buyer of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Buyer. This Agreement, when signed and delivered by Buyer, will be duly and validly executed and delivered and will be the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the laws relating to bankruptcy, insolvency and relief of

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debtors, and rules and laws governing specific performance, injunctions, relief and other equitable remedies.

(c) Authorization for this Agreement. No authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Buyer of the transactions contemplated by this Agreement.

(d) Litigation. To the best of Buyer's knowledge, there is no litigation, suit, action, arbitration, inquiry, investigation or proceeding pending or, except for litigation involving Seller, Daniella Zinberg, and/or Bidding Unlimited Incorporated, to the knowledge of Buyer, threatened, before any court, agency or other governmental body against Buyer (or any corporation or entity affiliated with Buyer) which seeks to enjoin or prohibit or otherwise prevent the transactions contemplated hereby.

(e) No Financing Contingency. Buyer has access to adequate cash to consummate the transactions contemplated by this Agreement without requiring financing.

(f) Disclosure. No representation or warranty made in this Agreement or as provided herein contains any untrue statement of a material fact or omits to state a material fact.

Section 5. REPRESENTATIONS AND WARRANTIES OF ASSIGNEE/SELLER.

Seller represents and warrants to Buyer that all of the following statements are true, accurate and correct:

(a) Corporate Organization. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

(b) Power and Authority; No Default Upon Transfer. As Assignee, Seller has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and under the General Assignment. The signing, delivery and performance by Seller of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Seller. Seller has received copies of the resolutions of the Assignor's Board and shareholders, authorizing the General Assignment and, to the best of Seller's information and belief, the General Assignment was duly authorized by Assignor's Board and Shareholders and is a valid agreement binding on the Assignor. Subject to the foregoing, this Agreement, when signed and delivered by Seller, as Assignee, will be duly and validly executed and delivered and will be the valid and binding obligation of Seller, enforceable against Seller, as Assignee, in accordance with its terms as governed by applicable law, regulations and rules subject, however, to laws relating to bankruptcy, insolvency and relief of debtors and rules and laws governing specific performance, injunctions, relief and other equitable remedies. Neither the signing and delivery of this Agreement by Seller, as Assignee, nor the performance by Seller of its obligations under this Agreement, as Assignee, will (i) violate Seller's Articles of Incorporation or Bylaws, or (ii) violate any law, statute, rule or regulation or order, judgment, injunction or decree of any court, administrative agency or government body applicable to Seller.

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(c) Authorization for this Agreement. To the best of Seller's actual knowledge no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Seller of the transactions contemplated by this Agreement.

(d) Litigation. To the best of Assignee's actual knowledge, there is no litigation, suit, action, arbitration, inquiry, investigation or proceeding pending or, to the knowledge of Assignee, threatened, before any court, agency or other governmental body against Assignee (or any corporation or entity affiliated with Assignee) which seeks to enjoin or prohibit or otherwise prevent the transactions contemplated hereby.

(e) Assignee. All rights of Seller with regard to the ownership and possession of the Purchased Assets are rights held by Seller as Assignee pursuant to the General Assignment made by Assignor. Pursuant to the General Assignment, Assignor transferred all of Assignor's right, title and interest in and to the Purchased Assets to Seller. Pursuant to this Agreement, Seller, solely in its capacity as Assignee, sells, assigns, and transfers all of its right, title and interest in and to the Purchased Assets to Buyer and Seller has not granted any rights to any third party in the Purchased Assets.

Section 6. COVENANTS OF ASSIGNEE/SELLER.

Assignee covenants and agrees with Buyer as follows:

(a) Further Assurances. From and after the Closing Date, Assignee shall cooperate with Buyer and promptly sign and deliver to Buyer any and such additional documents, instruments, endorsements and related information (including, without limitation, any documents evidencing specifically the transfer of registered copyrights, patents and trademarks).

Section 7. CONDITIONS TO CLOSING.

(a) Conditions to Buyer's Obligations. The obligations of Buyer hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Buyer may expressly waive the same in writing:

(i) Accuracy of Representations and Warranties on Closing Date. To the best of its belief that all of the representations and warranties made herein by the Assignee are true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(ii) Compliance. As of the Closing Date, Assignee shall have complied in all material respects with, and shall have fully performed, in all material respects, all conditions, covenants and obligations of this Agreement imposed on Seller and required to be performed or complied with by the Assignee at, or prior to, the Closing Date.

(iii) Delivery of Purchased Assets. Assignee shall have made the Purchased Assets available to Buyer.

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(iv) Delivery of Closing Documents. Seller shall have delivered, and Buyer shall have received, the documents described above.

(b) Conditions to Assignee's Obligations. The obligations of the Assignee hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Seller may expressly waive the same in writing:

(i) Accuracy of Representations and Warranties on Closing Date. To the best of its belief the representations and warranties made herein by Buyer shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(ii) Compliance. As of the Closing Date, Buyer shall have complied in all material respects with, and shall have fully performed, in all material respects, all conditions and obligations of this Agreement imposed on Buyer and required to be performed or complied with by Buyer at, or prior to, the Closing Date.

(iii) Payment. Buyer shall have transmitted by wire transfer and Seller shall have received payment of the Purchase Price and sales or use tax prior to Closing.

(iv) Delivery of Closing Documents. Buyer, shall have delivered, and Seller shall have received, the documents described in above.

Section 8. CLOSING OBLIGATIONS AND POST-CLOSING COVENANTS.

(a) Buyer's Closing Obligations. At the Closing, Buyer shall deliver to Seller the following:

(i) Payment to Seller of the portion of the Purchase Price and sales tax described herein.

(b) Assignee's Closing Obligations. At the Closing, Assignee shall deliver or make available to Buyer as the case may be the following:

(i) The Purchased Assets;

(ii) The Bill of Sale in the form attached hereto as Exhibit "B", signed by an authorized officer of Seller on behalf of Seller.

(iii) The Trademark Assignment in the form attached hereto as Exhibit "C", signed by an authorized officer of Seller on behalf of Seller; and

(iv) The Domain Name Assignment in the form attached hereto as Exhibit "D" signed by an authorized officer of Seller on behalf of Seller.

(v) The Software and Other Intangible Assignment in the form attached hereto as Exhibit "E" signed by an authorized officer of Seller on behalf of Seller.

JRW

(vi) Assignee's entire right, title and interest in the Purchased Assets to Buyer, together with all files and the contents therein in Assignee's actual possession relating to any and all United States Patent and Trademark Office ("PTO") proceedings relating to the Intellectual Property, including any office actions or notices and copies of all prior art references material to the Intellectual Property of which Assignee is aware and inventions described in the Intellectual Property, and together with the right to sue for any past infringement, for the sole use and benefit of Buyer, its assigns and successors in interest, as fully and entirely as the same would have been held by Assignee had this assignment and sale not been made. Seller shall also either unlock and transfer all Domain Names as assigned to Assignee by Assignor pursuant to the General Assignment to Buyer, or provide Buyer with names, passwords, registrar instructions, and all other information necessary to effect the transfer contemplated hereby.

Section 9. SURVIVAL OF WARRANTIES AND INDEMNIFICATION. All representations and warranties made by Seller or Buyer herein, or in any certificate, Schedule or Exhibit delivered pursuant hereto, shall survive the Closing for a period of one (1) year after the Closing ("Expiration Period").

(a) Indemnified Losses. For the purpose of this Section 9 and when used elsewhere in this Agreement, "Loss" shall mean and include any and all liability, loss, damage, claim, expense, cost, fine, fee, penalty, obligation or injury including, without limitation, those resulting from any and all actions, suits, proceedings, demands, assessments, judgments, award or arbitration, together with reasonable costs and expenses including the reasonable attorneys' fees and other legal costs and expenses relating thereto.

(b) Indemnification By Buyer. Subject to the provisions and limitations set forth in this Section 9, Buyer agrees to defend, indemnify and hold harmless the Assignee from and against and in respect of any Loss, and expenses of any kind (including reasonable fees, disbursements and other charges of counsel) which arises out of or results from:

- (i) any material breach by Buyer of any covenant, or the material inaccuracy or untruth of any representation or warranty of Buyer made herein; and
- (ii) the illegal use of the Purchased Assets by Buyer after the Closing.

JRW

Section 10. LIMITED RELEASE. Excluding any and all obligations of the parties referenced in this Section to each other set forth herein or in the agreements and documents entered into connection herewith as set forth in the exhibits hereto, each of Daniella Zinberg, Bidding Unlimited, Inc. and Bid Now, LLC on the one hand and Insolvency Services Group, Inc., in its capacity as Assignee for the Benefit of Creditors of Bidz.com, Inc., on the other hand, hereby releases, discharges and acquits the other parties referenced in this Section from any and all claims, demands, and causes of action which he, or she or it has or may have against the other parties referenced in this Section, whether known or unknown, of whatever nature, which exists or may exist as of the date of this Agreement. As used in this paragraph, "claims," "demands," and "causes of action" include, but are not limited to, contract claims, tort claims, fraud claims, equitable claims, claims arising out of federal, state, or local laws, regulations, or ordinances.

Each of the above parties expressly waives all benefits and rights granted under California Civil Code § 1542 and/or any similar law of any state of the United States of America. Section 1542 provides as follows:

A general release does not extent do claims which the creditors does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Section 11. MISCELLANEOUS

(a) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be personally or sent by certified or registered United States mail, postage prepaid, or sent by nationally recognized overnight express courier and addressed as follows:

(i) If to Seller:

Insolvency Services Group Inc.
9107 Wilshire Blvd., Suite 800
Beverly Hills, CA 90210
Tel.: 310 385 0006
Fax: 310 385 0030
Email: jweinberg@usisg.com
Attention: Joel B. Weinberg, President

With copy to:

Buchalter Nemer
1000 Wilshire Blvd., Suite 1500
Los Angeles, California 90017
Tel: (213) 891-5008
Fax: (213) 630-5611
Email: sspector@buchalter.com
Attention: Steven M. Spector, Esq.

JPN

If to Buyer:

Bid Now, LLC
639 S. Broadway
Los Angeles, CA 90014
Attn: Daniella Zinberg
(818) 689-9377
Zinberg3@gmail.com

With copy to:

EsqWire.com PC
1908 Route 70 East
Cherry Hill, NJ 08003
Attn: Jason Schaeffer
Tel: (856) 874-9651
Fax: (856) 874-9182
Jason@esqwire.com

(b) Expenses; Brokers. Each party shall bear its own expenses incurred in connection with this Agreement and the transactions described herein including, without limitation, legal and accounting fees, through Closing. All expenses, fees, costs and charges arising from and after Closing respecting the Purchased Assets shall be exclusively those of Buyer, and all expenses, fees, costs and charges arising prior to Closing respecting the Purchased Assets shall be exclusively those of Seller. Except for Hilco Streambank, LLC, with whom Seller has contracted as a broker/finder and to whom Seller shall pay a commission, fees and expenses in connection with the Closing, Seller and Buyer represent and warrant to one another that no broker, finder, agent or intermediary brought about the transactions contemplated by this Agreement and that no party is entitled to any brokerage commission, finder's fee or other compensation in connection with such transactions

(c) Amendment; Waiver. Any term or provision of this Agreement may be amended only by a writing signed by Seller and Buyer. The observance of any term or provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach.

(d) No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

(e) Bulk Sales Laws. The transfer and sale of the Purchased Assets contemplated by this Agreement are not subject to the bulk sales laws of California.

JRW

(f) Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(g) Benefit and Burden. This Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the parties hereto and their respective successors and permitted assigns. If this Agreement is set aside or determined to be void or invalid by a court of competent jurisdiction through no fault or cause of Seller, Buyer agrees that Seller shall have no responsibility or liability of any kind or nature whatsoever, including without limitation, direct, indirect or consequential damages.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law.

(i) Severability. If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.

(j) Attorneys' Fees. Should a suit or arbitration be brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees to be fixed in amount by the Court or the Arbitrator(s) (including without limitation costs, expenses and fees on any appeal). The prevailing party will be entitled to recover its costs of suit or arbitration, as applicable, regardless of whether such suit or arbitration proceeds to a final judgment or award.

(k) Counterparts; Electronic Signatures. This Agreement may be signed in multiple counterparts and by electronic or facsimile signature, each of which shall be deemed an original and all together shall constitute one and the same agreement.

(l) Entire Agreement. This Agreement, the Exhibits and Schedules hereto (which are incorporated herein by reference) and any agreements to be executed and delivered in connection herewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby.

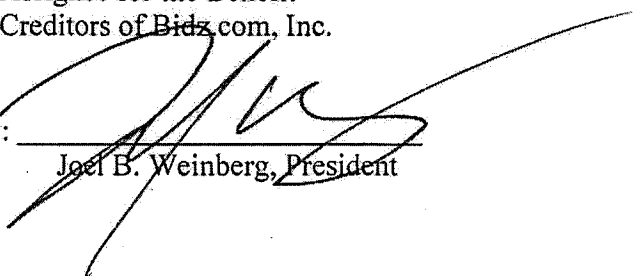
ORW

IN WITNESS WHEREOF, Buyer and Seller executed and delivered this Asset Purchase Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

INSOLVENCY SERVICES GROUP, INC.,
in its sole and limited capacity
as Assignee for the Benefit
of Creditors of Bidz.com, Inc.

Bid Now, LLC
Managing Member

By: 
Joel B. Weinberg, President




EXHIBIT A
GENERAL ASSIGNMENT

GENERAL ASSIGNMENT

THIS ASSIGNMENT, made this 13TH day of June, 2014, by and between **Bidz.com, Inc.**, a Delaware corporation (the "Assignor") and **Insolvency Services Group, Inc.**, a California corporation (the "Assignee"), with reference to the following:

Recitals

- A. Assignor has its principal place of business at 2400 Marine Avenue, Redondo Beach, CA 90278 and its federal tax identification number is 95-4728109;
- B. Assignor is indebted to diverse creditors and is desirous of providing for payment of those creditors by making a general assignment of all of Assignor's assets for that purpose; and
- C. Assignor and Assignee have their principal places of business in Los Angeles County, California.

Agreement

NOW, THEREFORE, Assignor, for valuable consideration, receipt of which is hereby acknowledged, does hereby make the following general assignment for the benefit of Assignor's creditors (the "Assignment") to Assignee under the following terms and conditions, all of which terms and conditions are agreed to by Assignor and Assignee:

1. Assignment of Assets. Assignor does hereby grant, assign, bargain, sell and transfer to Assignee, and its successors and assigns, in trust, for the benefit of all the Assignor's creditors generally, all of the property and assets of Assignor of every kind and nature wheresoever situated, whether in possession, reversion, remainder or expectancy, both real and personal, and any interest or equity therein not exempt from the enforcement of a money judgment, including, without limitation, all inventory, merchandise, goods, furniture, fixtures, machinery, equipment, raw materials, work in process, accounts, general intangibles, intellectual property, deposits, books, records, fixtures, cash on hand, bank accounts, tax refunds, all choses in action, insurance policies and refunds and all other property of every kind and nature owned by Assignor, or in which Assignor has an interest, including all of the assets pertaining to that certain business involving online jewelry auctions, (the "Assignment Estate").

1.1 Lease Exclusion. Leases and leasehold interests in real property are not included in this Assignment. If, however, the Assignee determines that such excluded lease or leasehold interest may be assigned and also that the same has realizable value for Assignor's creditors, then Assignor agrees that upon demand of Assignee, it will assign and transfer such

AW
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lease or leasehold interest to Assignee, or its nominee, for administration under the terms of this Assignment.

1.2 Employee Benefit Plan Exclusion. Employee benefit plans (which include any related employee trust fund), including without limitation, any ERISA- qualified plan or other similar employee plan, are not included in this Assignment. Assignee shall not be or deemed to be an administrator under any such employee benefit plan nor shall the Assignee have any role in, or responsibility for, the termination of any such employee benefit plan of Assignor and/or its employees.

2. Real Property Grant Deed. This Assignment constitutes a grant deed to all real property owned by Assignor (except for real property leases and leasehold interests which are expressly excepted from this Assignment as provided in Section 1.1 above), whether or not the Assignor's real property is specifically described in this Assignment. Certain of Assignor's real property (excluding leases and leasehold interests) is more specifically described in Exhibit "A," which is attached hereto and incorporated by reference. (Exhibit "A" attached hereto Yes ___ No X).

3. Delivery Of Documents, Endorsements And Mail Delivery. Assignor agrees to deliver to Assignee all books of account and records, to execute and deliver all additional necessary documents immediately upon request by Assignee, and to endorse all indicia of ownership where required by Assignee, in order to complete the transfer of all assets to Assignee as intended by this Assignment, including, but not limited to, all of Assignor's real and personal property and/or Assignor's interest therein, including, mortgages, deeds of trust, motor vehicles, trademarks, copyrights and patent rights. Neither Assignor, nor its agents, shall execute any documents on behalf of the Assignor without prior written approval of Assignee. Assignee is hereby authorized to execute all endorsements and demands requiring Assignor's signature, in the name of Assignor, including endorsements on checks, bank accounts, deposit accounts, and stock certificates, payable to, or standing in the name of Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically, among others, claims for refund of taxes paid or unearned insurance premiums) or claims wherever necessary, in the name of Assignor. Assignee is authorized to direct all Assignor's mail to be delivered to Assignee; and Assignee is expressly authorized and directed to open said mail as agent of Assignor, and to do any thing or act which Assignee in its sole and arbitrary discretion deems necessary or advisable to effectuate the purposes of this Assignment.

4. Alcoholic Beverage Licenses. In the event Assignor is engaged in the sale of alcoholic beverages, this Assignment does not include transfer of any alcoholic beverages; but, Assignor hereby appoints Assignee as his agent for the sole purpose of filing an application for a permit for the sale of the alcoholic beverages in the Assignor's place of business and/or sale of alcoholic beverage license(s) (Assignee being vested with absolute discretion in regard thereto,

and assuming no liability by reason thereof); and Assignor hereby assigns to Assignee all of the proceeds of such sale for the benefit of Assignor's creditors, generally in accordance with the terms of this Assignment.

5. Nature Of Assignment. This instrument transfers legal title and possession of all of Assignor's assets. This Assignment constitutes a transfer of only those assets that can be transferred legally and does not constitute a transfer of property that it is illegal to transfer. Assignee, in its own discretion, may determine whether to continue all or a part of the business operations of Assignor or to liquidate Assignor's assets.

6. Disposition Of Assets. Assignee, in its discretion, may sell and dispose of Assignor's assets upon such terms and conditions as it may see fit, at public or private sale, or otherwise. Assignee shall not be personally liable in any manner in connection with the performance of its duties and obligations hereunder. Assignee's obligations hereunder shall be in a representative capacity only as an assignee for the general benefit of Assignor's creditors. Assignee shall administer this estate to the best of its ability and it is expressly understood that Assignee, and its agents, servants or employees, shall be liable only for reasonable care and diligence in the administration of the Assignment Estate. Assignee shall not be liable for any act or thing done by Assignee, its agents, servants, or employees in good faith in connection herewith. Assignee is not liable or responsible for any obligations of any nature whatsoever incurred at any time by Assignor, whether before or after the date of this Assignment.

7. Compensation Of Assignee. From the proceeds of sales, collections, operations or other sources, Assignee shall pay itself and retain for payment of all of its charges and expenses, together with its own reasonable remuneration and fee. The Assignee's remuneration and fee shall be (a) \$75,000 in the event that the liquidation and sale of the inventory of the Assignor occurs within sixty (60) days of the date of acceptance of this General Assignment as set forth hereinafter; or (b) \$95,000 in the event that the liquidation and sale of the inventory of the Assignor occurs more than sixty (60) days after the date of acceptance of this General Assignment. In addition to the foregoing, the Assignee's remuneration and fee shall be equal to ten percent (10%) of the gross proceeds from: (a) any avoidance power claim whether or not litigation is commenced (including, without limitation, preference recoveries pursuant to Cal. Code Civ. Proc. §1800 and fraudulent transfers pursuant to Cal. Civil Code § 3439 et seq.); and (b) any contract (including collection actions) or other claim for which litigation or arbitration is commenced. For the purpose of determining the Assignee's remuneration and fees, "gross proceeds" are defined as all proceeds realized from sales, collections, recovery on litigated claims, operations, or any other sources, pertaining to the assets and property of Assignor covered by this Assignment, whether or not such proceeds are received or handled by Assignee. Assignee may also pay from the proceeds resulting from the sale, disposition or other liquidation of Assignor's assets, reasonable remuneration to its agents and its attorneys; and may pay a reasonable fee to Assignor's attorneys for services related to the Assignment. Assignee may also pay from the proceeds resulting from the sale, disposition or other liquidation of Assignor's assets, the costs and expenses incurred by any creditor who may have levied an attachment or

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other lien on any assets of the Assignor. Except as otherwise provided above, all of the aforementioned amounts are to be determined at Assignee's sole discretion and judgment.

8. Powers And Duties Of Assignee. Assignee may compromise claims, complete or reject Assignor's executory contracts, discharge, at its option, any liens on the assets covered by this Assignment and any indebtedness that, under law, is entitled to priority of payment. Assignee shall have the power to open bank accounts in the name of Assignee or its nominees and deposit assigned assets or proceeds thereof in such bank accounts and draw checks thereon, borrow money, hypothecate and pledge the assets, and to do all matters and things that Assignor could have done prior to this Assignment. Assignee shall have the power to employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the Assignment Estate and to assist in the preparation and filing of any and all state, county, local or Federal tax returns as required. Any act or thing done by Assignee hereunder shall bind the Assignment Estate and Assignee only in its capacity as assignee for the benefit of creditors. Assignee shall have the right to sue as the successor of Assignor and Assignee is hereby given the right and power to institute and prosecute legal proceedings in the name of Assignor, the same as if the Assignor itself had instituted and prosecuted such proceedings or actions. Assignee is hereby authorized and has the right to defend all actions instituted against the Assignor and to appear on behalf of the Assignor in all proceedings (legal or otherwise) in which Assignor is a party. Assignor does hereby appoint Assignee as Assignor's attorney-in-fact, with full power to act for and in the place of Assignor in such actions or proceedings or in any other matters, including the right to verify, on behalf of Assignor, and with respect to all documents of any nature whatsoever, including all pleadings which are part of any legal proceedings. Assignor does hereby grant to Assignee the right to act for, and in the place of, Assignor in any type of proceeding under title 11 of the United States Code, Sections 101 et seq. (the "Bankruptcy Code"), including the right to defend any petitions or actions filed against Assignor under the Bankruptcy Code.

9. Assignor's Duties As To Non Assignable Tax Or Other Refund Claims. Assignor agrees, to the extent that any tax or other refund claim is not assignable, to make any and all claims for refund of taxes or any other money due, from any governmental agency, for tax refunds, or otherwise, and to forthwith upon receipt of any such refunds, pay them over to Assignee, and hereby empowers Assignee, as attorney-in-fact of Assignor, to make all claims for refunds which may be made by an attorney-in-fact.

10. Distribution To Creditors. Assignee shall apply the net proceeds arising from or related to the liquidation of the Assignment Estate, in the following priority as to amounts only and not time of distributions as follows:

- A. First, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the Assignment Estate's assets,

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including the maintenance and insurance of said assets and, the expenses of any operation.

- B. Second, all reasonable costs and expenses incidental to the administration of the Assignment Estate, including the payment of the remuneration and fee to the Assignee as set forth above and the payment of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making and administration of the general assignment and any other professionals the Assignee deems necessary to properly administer the Assignment Estate.
- C. Third, all Federal taxes of any nature whatsoever owing as of the date of this Assignment, or such claim of any Federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to, Federal withholding taxes, Federal unemployment taxes and any other Federal income, excise, property and employment taxes.
- D. Fourth, all monies due employees of the Assignor entitled to priority as defined under California Code of Civil Procedure §1204 and §1204.5 up to the statutory maximum.
- E. Fifth, all state, county and municipality taxes of any nature whatsoever owing as of the date of this Assignment, including but not limited to employment, property and income taxes.
- F. Sixth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The Assignee may, but is not required to, make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution.
- G. Seventh, any monies unclaimed by creditors 90 days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Assignment Estate by the Assignee, shall be re-distributed, pro rata, to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the Assignment Estate, provided any such distribution exceeds One Thousand Dollars (\$1,000.00).
- H. Eighth, if any undistributed dividends to creditors, or any reserve of other funds, shall remain unclaimed for a period of one year after issuance of dividend checks by Assignee, then the same shall be paid to the equity holders of Assignor.

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11. Right To Withhold Payment Of Contested Claims. In the event that the Assignee contests the validity of a Claim,¹ falling within any of the classifications set forth in paragraph 10 above, the Assignee may withhold the pro rata distribution (whether interim or final) to which the holder of such contested Claim would otherwise be entitled to receive until the allowance of the contested claim is determined by a Court of competent jurisdiction or by agreement with the Assignee.

12. Definition Of Transaction. It is agreed and understood that this transaction is a general assignment for the benefit of all of Assignor's creditors; and that this is a "general assignment for the benefit of creditors," as set forth in, and defined in the California *Code of Civil Procedure Section 493.010*, and all other laws of the State of California pertaining thereto. This general assignment for the benefit of creditors (1) does constitute an assignment to the Assignee of all assets of Assignor which are transferable and not exempt from enforcement of a money judgment; (2) is an assignment for the benefit of all of the creditors of the Assignor, and (3) does not create a preference of one creditor or class of creditors over any other creditor or class of creditors.

13. Entire Agreement. This Assignment supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and thereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof.

14. Headings. The headings used in this Assignment have been inserted for convenience of reference only and do not define or limit the provisions hereof.

15. Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of California applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

¹ The term "Claim" for the purposes of this agreement shall mean a right to payment as defined in Section 101(5) of Title 11 of the United States Code and the federal case law construing that statute.

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17. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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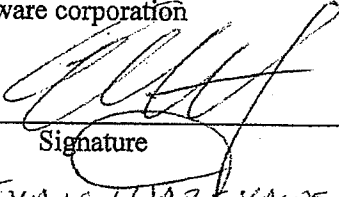
JBW

ACCEPTED BY ASSIGNEE on JUNE 13, 2014 AT 5:00PM

"Assignor"

Bidz.com, Inc.,
a Delaware corporation

By: _____


Signature

EVAN WARSHAWSKY, INTERIM CEO
Print Name/ Title

"Assignee"

INSOLVENCY SERVICES GROUP, INC.,
a California corporation

By: _____

Joel B. Weinberg, President

JBW

ACCEPTED BY ASSIGNEE on _____

"Assignor"

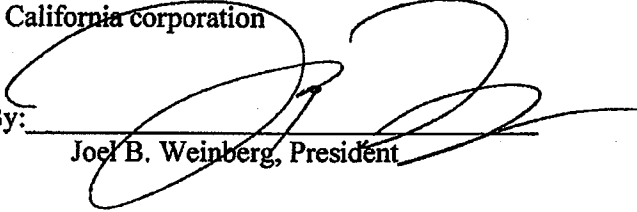
Bidz.com, Inc.,
a Delaware corporation

By: _____
Signature

Print Name/ Title

"Assignee"

INSOLVENCY SERVICES GROUP, INC.,
a California corporation

By:  _____
Joel B. Weinberg, President

SMW

SCHEDULE 1.1(A)

DOMAIN NAMES

bidz.com	bidzsucks.co
bidz.cc	bidzsucks.com
bidz.us	bidzsucks.info
bidz.tv	bidzsucks.net
buyz.com	bidzwatches.com
ebidz.com	buyzhaters.com
JWL.com	buyzhaters.net
pawnauctions.com	bidzsucks.org
rubbertoy.com	compunanny.com
1minuteauctions.com	europeanfood.com
2minuteauctions.com	fallingstarauction.com
3minuteauctions.com	fallingstarauctions.com
4minuteauctions.com	fiveminuteauctions.com
5minuteauctions.com	fiveminutesauctions.com
5minutesauctions.com	gemologicalappraisersassociation.com
9to5jobs.com	give2god.com
bidscoupon.com	give2god.info
bidscoupons.com	give2god.net
bidssale.com	give2god.org
bidssales.com	givetogod.com
bidzcorporate.com	givetogod.net
bidzdeals.com	givetogod.org
bidzdiamond.com	ihatebidz.com
bidzdiscount.com	jewelrybuilder.com
bidzdiscounts.com	lifeconfession.com
bidzearrings.com	moscowtravel.com
bidzhaters.com	mysweetlove.com
bidzhaters.net	onedollarnoreserve.com
bidzisaripoff.com	oneminuteauctions.com
bidzmarketing.com	threeminuteauctions.com
bidznecklaces.com	twominuteauctions.com
bidzpromotional.com	versacetiara.com
bidzrings.com	bidztransactions.com
bidzsale.com	bidzspecial.com
bidzsales.com	bidzspecials.com
bidzsilver.com	bidzsucks.biz
	bids.com

JWL

SCHEDULE 1.1(B)

TRADEMARKS

Trademark	Registration Number	Serial Number
Lundstrom	1357955	73477335
Lundstrom	1617216	74013257
bidz	3548909	77238903
bidz	3548910	77238909
Bidz.com	3548911	77238917
bidz	3539426	77238868
Krementz	203945	71212442
Krementz	808483	72217746
Krementz	1252860	73339281
Whitehall	1184693	73262302

JRS

SCHEDULE 1.1(C)

CUSTOMER DATABASE

Customer Database: specifically the Assignor's production bidz.com customer list consisting of database tables of registered users and their related sales history and purchased inventory detail. The Seller will deliver to the Buyer the five logical files/data tables listed below:

1. CustomersBidz
2. InventTable
3. SalesLineBidz
4. SalesTableBidz
5. Customer email preference data table (ancillary e-mail preference information related to a subset of registered users).

(Each file is available in flat, pipe-delimited and Microsoft SQL Server versions, with field layouts as further described in the following inteQ data analytics report).

JKL

SCHEDULE 1.1(D)

Website source code and other website related intangibles developed by and/or owned by the Assignor, consisting of (i) the website build-release history; and (ii) a back-up of the live production website.

JRW

Summary

The Bidz database is spread over four logical files/tables (with each file having both a flat, pipe-delimited and Microsoft SQL Server version):

File Name	Summary of Contents	Notes
CustomersBidz.txt	<ul style="list-style-type: none">• Demographic information• Tax Information• Pricing and Discount	Contains columns for sensitive data such as bank account information and possible payment data. Contains plaintext customer passwords.
InventTable.txt	<ul style="list-style-type: none">• Item Type Categories• Item Descriptions• Markup and Sales Data• Pallet/Buying Information	
SalesLineBidz.txt	<ul style="list-style-type: none">• Sales Detail Information• Buyer names and Delivery Information	
SalesTableBidz.txt	<ul style="list-style-type: none">• Sales Order Header Data• Shipping Carrier Information• Delivery Address• Order Pricing• Fraud Indicator	

Data Layout for SQL Server Files

[dbo].[CUSTTABLEBIDZ]

ColumnsName	Data Type	Max Length (Bytes)	Allow Nulls
ACCOUNTNUM	nvarchar(40)	80	False
NAME	nvarchar(60)	120	False
ADDRESS	nvarchar(250)	500	False
PHONE	nvarchar(30)	60	False
TELEFAX	nvarchar(30)	60	False
INVOICEACCOUNT	nvarchar(40)	80	False
CUSTGROUP	nvarchar(10)	20	False
LINEDISC	nvarchar(10)	20	False
PAYMTERMID	nvarchar(10)	20	False
CASHDISC	nvarchar(10)	20	False
CURRENCY	nvarchar(3)	6	False
SALESGROUP	nvarchar(10)	20	False
BLOCKED	int	4	False
ONETIMECUSTOMER	int	4	False
ACCOUNTSTATEMENT	int	4	False
CREDITMAX	numeric(28,12)	13	False

MANDATORYCREDITLIMIT	int	4	False
DIMENSION	nvarchar(10)	20	False
DIMENSION2_	nvarchar(10)	20	False
DIMENSION3_	nvarchar(10)	20	False
VENDACCOUNT	nvarchar(40)	80	False
TELEX	nvarchar(20)	40	False
PRICEGROUP	nvarchar(10)	20	False
MULTILINEDISC	nvarchar(10)	20	False
ENDDISC	nvarchar(10)	20	False
VATNUM	nvarchar(20)	40	False
COUNTRYREGIONID	nvarchar(15)	30	False
INVENTLOCATION	nvarchar(10)	20	False
DLVTERM	nvarchar(10)	20	False
DLVMODE	nvarchar(10)	20	False
MARKUPGROUP	nvarchar(10)	20	False
CLEARINGPERIOD	nvarchar(10)	20	False
ZIPCODE	nvarchar(15)	30	False
STATE	nvarchar(50)	100	False
COUNTY	nvarchar(60)	120	False
URL	nvarchar(300)	600	False
EMAIL	nvarchar(100)	200	False
CELLULARPHONE	nvarchar(30)	60	False

PHONELOCAL	nvarchar(10)	20	False
FREIGHTZONE	nvarchar(10)	20	False
CREDITRATING	nvarchar(10)	20	False
TAXGROUP	nvarchar(10)	20	False
STATISTICSGROUP	nvarchar(10)	20	False
PAYMMODE	nvarchar(10)	20	False
COMMISSIONGROUP	nvarchar(10)	20	False
BANKACCOUNT	nvarchar(10)	20	False
PAYMSCHED	nvarchar(30)	60	False
NAMEALIAS	nvarchar(80)	160	False
CONTACTPERSONID	nvarchar(20)	40	False
INVOICEADDRESS	int	4	False
OURACCOUNTNUM	nvarchar(20)	40	False
SALESPOLID	nvarchar(10)	20	False
INCLTAX	int	4	False
CUSTITEMGROUPID	nvarchar(10)	20	False
NUMBERSEQUENCEGROUP	nvarchar(10)	20	False
LANGUAGEID	nvarchar(7)	14	False
PAYMDAYID	nvarchar(10)	20	False
LINEOFBUSINESSID	nvarchar(10)	20	False
DESTINATIONCODEID	nvarchar(10)	20	False
GIROTYPE	int	4	False

SUPPITEMGROUPID	nvarchar(10)	20	False
GIROTYPEINTERESTNOTE	int	4	False
TAXLICENSENUM	nvarchar(20)	40	False
PAYMSPEC	nvarchar(10)	20	False
BANKCENTRALBANKPURPOSETEXT	nvarchar(140)	280	False
BANKCENTRALBANKPURPOSECODE	nvarchar(10)	20	False
CITY	nvarchar(60)	120	False
STREET	nvarchar(250)	500	False
PAGER	nvarchar(30)	60	False
SMS	nvarchar(100)	200	False
PACKMATERIALFEELICENSENUM	nvarchar(20)	40	False
DLVREASON	nvarchar(10)	20	False
GIROTYPECOLLECTIONLETTER	int	4	False
SALESCALENDARID	nvarchar(10)	20	False
CUSTCLASSIFICATIONID	nvarchar(10)	20	False
SHIPCARRIERACCOUNT	nvarchar(25)	50	False
GIROTYPEPROJINVOICE	int	4	False
INVENTSITEID	nvarchar(10)	20	False
ORDERENTRYDEADLINEGROUPID	nvarchar(10)	20	False
SHIPCARRIERID	nvarchar(10)	20	False
SHIPCARRIERFUELSURCHARGE	int	4	False
SHIPCARRIERBLINDSHIPMENT	int	4	False

PARTYTYPE	int	4	False
PARTYID	nvarchar(20)	40	False
SHIPCARRIERACCOUNTCODE	nvarchar(20)	40	False
PROJPRICEGROUP	nvarchar(10)	20	False
GIROTYPEFREETEXTINVOICE	int	4	False
SYNCENTITYID	uniqueidentifier	16	False
SYNCVERSION	bigint	8	False
MEMO	nvarchar(10)	20	False
SALESDISTRICTID	nvarchar(20)	40	False
SEGMENTID	nvarchar(20)	40	False
SUBSEGMENTID	nvarchar(20)	40	False
RFIDITEMTAGGING	int	4	False
RFIDCASETAGGING	int	4	False
RFIDPALLETAGGING	int	4	False
COMPANYCHAINID	nvarchar(20)	40	False
MAINCONTACTID	nvarchar(20)	40	False
IDENTIFICATIONNUMBER	nvarchar(50)	100	False
PARTYCOUNTRY	nvarchar(15)	30	False
PARTYSTATE	nvarchar(50)	100	False
BZCUSTUSERID	nvarchar(40)	80	False
BZLASTNAME	nvarchar(60)	120	False
BZCUSTPASSWORD	nvarchar(150)	300	False

BZCUSTACTIVE	int	4	False
BZGENDER	int	4	False
BZBIRTHDAY	datetime	8	False
BZMARITALSTATUS	int	4	False
BZHOUSEHOLDINCOME	int	4	False
BZAMOUNTPAID	numeric(28,12)	13	False
BZCUSTVERIFIED	int	4	False
BZICONURL	nvarchar(259)	518	False
BZNOTIFYME	int	4	False
BZSCO	int	4	False
BZREGISTRATIONDATE	datetime	8	False
BZREGISTRATIONDATETZID	int	4	False
MODIFIEDDATETIME	datetime	8	False
CREATEDDATETIME	datetime	8	False
DATAAREAID	nvarchar(4)	8	False
RECVERSION	int	4	False
RECID	bigint	8	False
BZCCCLEARED	int	4	False
INTERCOMPANYAUTOCREATEORDERS	int	4	False
INTERCOMPANYALLOWINDIRECTCRE80	int	4	False
INTERCOMPANYDIRECTDELIVERY	int	4	False

[dbo].[SALESLINEBIDZ]

Columns

Name	Data Type	Max Length (Bytes)	Allow Nulls
SALESID	nvarchar(20)	40	False
LINENUM	numeric(28,12)	13	False
ITEMID	nvarchar(20)	40	False
SALESSTATUS	int	4	False
LEDGERACCOUNT	nvarchar(40)	80	False
NAME	nvarchar(1000)	2000	False
EXTERNALITEMID	nvarchar(60)	120	False
QTYORDERED	numeric(28,12)	13	False
SALESDELIVERNOW	numeric(28,12)	13	False
REMAINSALESPHYSICAL	numeric(28,12)	13	False
REMAINSALESFINANCIAL	numeric(28,12)	13	False
COSTPRICE	numeric(28,12)	13	False
SALESPRICE	numeric(28,12)	13	False
CURRENCYCODE	nvarchar(3)	6	False
LINEAMOUNT	numeric(28,12)	13	False
CONFIRMEDDLV	datetime	8	False
RESERVATION	int	4	False

SALESUNIT	nvarchar(10)	20	False
DIMENSION	nvarchar(10)	20	False
DIMENSION2_	nvarchar(10)	20	False
DIMENSION3_	nvarchar(10)	20	False
PRICEUNIT	numeric(28,12)	13	False
PROJTRANSID	nvarchar(20)	40	False
INVENTTRANSID	nvarchar(20)	40	False
CUSTGROUP	nvarchar(10)	20	False
CUSTACCOUNT	nvarchar(40)	80	False
SALESQTY	numeric(28,12)	13	False
SALESMARKUP	numeric(28,12)	13	False
INVENTDELIVERNOW	numeric(28,12)	13	False
SALESTYPE	int	4	False
BLOCKED	int	4	False
COMPLETE	int	4	False
REMAININVENTPHYSICAL	numeric(28,12)	13	False
BARCODE	nvarchar(80)	160	False
BARCODETYPE	nvarchar(10)	20	False
INVENTREFTRANSID	nvarchar(20)	40	False
INVENTREFTYPE	int	4	False
INVENTREFID	nvarchar(20)	40	False
LINEHEADER	nvarchar(80)	160	False

SCRAP	int	4	False
DLVMODE	nvarchar(10)	20	False
INVENTTRANSIDRETURN	nvarchar(20)	40	False
PROJCATEGORYID	nvarchar(10)	20	False
PROJID	nvarchar(10)	20	False
INVENTDIMID	nvarchar(20)	40	False
PROJLINEPROPERTYID	nvarchar(10)	20	False
CUSTOMERLINENUM	int	4	False
REMAININVENTFINANCIAL	numeric(28,12)	13	False
DELIVERYTYPE	int	4	False
CUSTOMERREF	nvarchar(60)	120	False
PURCHORDERFORMNUM	nvarchar(20)	40	False
BLANKETREFTRANSID	nvarchar(20)	40	False
SHIPPINGDATEREQUESTED	datetime	8	False
SHIPPINGDATECONFIRMED	datetime	8	False
ADDRESSREFRECID	bigint	8	False
ADDRESSREFTABLEID	int	4	False
EINVOICEACCOUNTCODE	nvarchar(35)	70	False
ACTIVITYNUMBER	nvarchar(10)	20	False
RETURNALLOWRESERVATION	int	4	False
CREATEDDATETIME	datetime	8	False
DATAAREAID	nvarchar(4)	8	False

RECVERSION	int	4	False
RECID	bigint	8	False
BZLISTINGNUM	nvarchar(20)	40	False
BZCOMPANY	nvarchar(25)	50	False
BZCOMMISSION	numeric(28,12)	13	False
BZWLID	int	4	False
TAXGROUP	nvarchar(10)	20	False
LINEPERCENT	numeric(28,12)	13	False
LINEDISC	numeric(28,12)	13	False
SALESGROUP	nvarchar(10)	20	False
MULTILNDISC	numeric(28,12)	13	False
MULTILNPERCENT	numeric(28,12)	13	False
TRANSACTIONCODE	nvarchar(10)	20	False
TAXITEMGROUP	nvarchar(10)	20	False
TAXAUTOGENERATED	int	4	False
UNDERDELIVERYPCT	numeric(28,12)	13	False
OVERDELIVERYPCT	numeric(28,12)	13	False
ITEMBOMID	nvarchar(20)	40	False
TRANSPORT	nvarchar(10)	20	False
STATPROCID	nvarchar(10)	20	False
PORT	nvarchar(10)	20	False
RECEIPTDATEREQUESTED	datetime	8	False

PACKINGUNITQTY	numeric(28,12)	13	False
PACKINGUNIT	nvarchar(10)	20	False
DELIVERYADDRESS	nvarchar(250)	500	False
DELIVERYNAME	nvarchar(60)	120	False
DELIVERYSTREET	nvarchar(250)	500	False
DELIVERYZIPCODE	nvarchar(15)	30	False
DELIVERYCITY	nvarchar(60)	120	False
DELIVERYCOUNTY	nvarchar(60)	120	False
DELIVERYSTATE	nvarchar(50)	100	False
DELIVERYCOUNTRYREGIONID	nvarchar(15)	30	False
RECEIPTDATECONFIRMED	datetime	8	False
STATTRIANGULARDEAL	int	4	False
ITEMTAGGING	int	4	False
CASETAGGING	int	4	False
PALLETAGGING	int	4	False
SHIPCARRIERID	nvarchar(10)	20	False
SHIPCARRIERACCOUNT	nvarchar(25)	50	False
SHIPCARRIERDLVTYPE	int	4	False
SHIPCARRIERACCOUNTCODE	nvarchar(20)	40	False
DELIVERYDATECONTROLTYPE	int	4	False
ATPINCLPLANNEDORDERS	int	4	False
ATPTIMEFENCE	int	4	False

ITEMREPLACED	int	4	False
RETURNDEADLINE	datetime	8	False
EXPECTEDRETQTY	numeric(28,12)	13	False
RETURNSTATUS	int	4	False
RETURNARRIVALDATE	datetime	8	False
RETURNCLOSEDDATE	datetime	8	False
RETURNDISPOSITIONCODEID	nvarchar(100)	200	False
BZRETURNREASONCODEID	nvarchar(100)	200	False
BZINTERNALRETURNREASONCODEID	nvarchar(100)	200	False
BZRETURNORDERREF	nvarchar(20)	40	False
BZRECEIVEITEMCONDITION	int	4	False
BZORIGLINEAMOUNT	numeric(28,12)	13	False
BZLEGACYBATCHID	int	4	False
BZESTIMATEDCOST	numeric(28,12)	13	False
BZPOSTEDCOST	numeric(28,12)	13	False
BZJARAMOUNT	numeric(28,12)	13	False
BZJARTAX	numeric(28,12)	13	False
BZRESIZINGAMOUNT	numeric(28,12)	13	False
BZRESIZINGTAX	numeric(28,12)	13	False
BZSHIPPINGDISCOUNT	numeric(28,12)	13	False
BZSHIPPINGAMOUNT	numeric(28,12)	13	False
BZSHIPPINGTAX	numeric(28,12)	13	False

BZTRANSACTIONFEEAMOUNT	numeric(28,12)	13	False
BZTRANSACTIONFEETAX	numeric(28,12)	13	False
BZWARRANTYAMOUNT	numeric(28,12)	13	False
BZWARRANTYTAX	numeric(28,12)	13	False
BZITEMTAX	numeric(28,12)	13	False
BZNEWSIZE	numeric(28,12)	13	False
BZWARRANTYID	int	4	False
BZJARID	int	4	False
BZREFUNDTAX	numeric(28,12)	13	False
BZCANCELLEDDATETIME	datetime	8	False
BZCANCELLEDDATETIMETZID	int	4	False
BZREFUNDALCTYPE	int	4	False
BZCUSTOMERITEMID	nvarchar(20)	40	False
BZREFUNDNUM	nvarchar(10)	20	False
BZREFUNDVALUE	numeric(28,12)	13	False
BZCANCELQTY	numeric(28,12)	13	False
BZRESIZINGADJAMOUNT	numeric(28,12)	13	False
BZRESIZINGADJTAX	numeric(28,12)	13	False
BZWARRANTYADJAMOUNT	numeric(28,12)	13	False
BZJARADJAMOUNT	numeric(28,12)	13	False
BZJARADJTAX	numeric(28,12)	13	False
BZWARRANTYADJTAX	numeric(28,12)	13	False

BZSHIPPINGADJAMOUNT	numeric(28,12)	13	False
BZSHIPPINGADJTAX	numeric(28,12)	13	False
BZTRANSACTIONFEEADJAMOUNT	numeric(28,12)	13	False
BZTRANSACTIONFEEADJTAX	numeric(28,12)	13	False
BZOTHERADJUSTMENT	numeric(28,12)	13	False
BZITEMADJVALUE	numeric(28,12)	13	False
BZITEMADJTAX	numeric(28,12)	13	False
BZCSR	nvarchar(20)	40	False
BZSALEEVENTID	bigint	8	False
INTERCOMPANYORIGIN	int	4	False
INTERCOMPANYINVENTTRANSID	nvarchar(20)	40	False
BZMANUALADJUSTMENT	numeric(28,12)	13	False
BZTAXADJUSTMENT	numeric(28,12)	13	False

[dbo].[SALESTABLEBIDZ]

Columns

Name	Data Type	Max Length (Bytes)	Allow Nulls
SALESID	nvarchar(20)	40	False
SALESNAME	nvarchar(60)	120	False
RESERVATION	int	4	False
CUSTACCOUNT	nvarchar(40)	80	False
INVOICEACCOUNT	nvarchar(40)	80	False
DELIVERYDATE	datetime	8	False
DELIVERYADDRESS	nvarchar(250)	500	False
URL	nvarchar(300)	600	False
PURCHORDERFORMNUM	nvarchar(20)	40	False
SALESTAKER	nvarchar(20)	40	False
DOCUMENTSTATUS	int	4	False
INTERCOMPANYORIGINALSALESID	nvarchar(20)	40	False
CURRENCYCODE	nvarchar(3)	6	False
PAYMENT	nvarchar(10)	20	False
CASHDISC	nvarchar(10)	20	False
CUSTGROUP	nvarchar(10)	20	False
INTERCOMPANYORIGINALCUSTACCO22	nvarchar(20)	40	False
DIMENSION	nvarchar(10)	20	False

DIMENSION2_	nvarchar(10)	20	False
DIMENSION3_	nvarchar(10)	20	False
CUSTOMERREF	nvarchar(100)	200	False
DLVTERM	nvarchar(10)	20	False
DLVMODE	nvarchar(10)	20	False
PURCHID	nvarchar(20)	40	False
SALESSTATUS	int	4	False
SALESTYPE	int	4	False
SALESPOLID	nvarchar(10)	20	False
POSTINGPROFILE	nvarchar(10)	20	False
DELIVERYZIPCODE	nvarchar(15)	30	False
DELIVERYCOUNTY	nvarchar(60)	120	False
DELIVERYCOUNTRYREGIONID	nvarchar(15)	30	False
SETTLEVOUCHER	int	4	False
DELIVERYSTATE	nvarchar(50)	100	False
DELIVERYNAME	nvarchar(60)	120	False
ONETIMECUSTOMER	int	4	False
EMAIL	nvarchar(100)	200	False
FREIGHTZONE	nvarchar(10)	20	False
CASHDISCPERCENT	numeric(28,12)	13	False
CONTACTPERSONID	nvarchar(20)	40	False
DEADLINE	datetime	8	False
PROJID	nvarchar(10)	20	False

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INVENTLOCATIONID	nvarchar(10)	20	False
ADDRESSREFTABLEID	int	4	False
INCLTAX	int	4	False
EINVOICELINESPEC	int	4	False
NUMBERSEQUENCEGROUP	nvarchar(10)	20	False
FIXEDEXCHRATE	numeric(28,12)	13	False
LANGUAGEID	nvarchar(7)	14	False
AUTOSUMMARYMODULETYPE	int	4	False
SALESORIGINID	nvarchar(10)	20	False
ESTIMATE	numeric(28,12)	13	False
PAYMMODE	nvarchar(10)	20	False
PAYMSPEC	nvarchar(10)	20	False
FIXEDDUEDATE	datetime	8	False
DELIVERYCITY	nvarchar(60)	120	False
DELIVERYSTREET	nvarchar(250)	500	False
DLVREASON	nvarchar(10)	20	False
QUOTATIONID	nvarchar(20)	40	False
SHIPPINGDATEREQUESTED	datetime	8	False
SHIPPINGDATECONFIRMED	datetime	8	False
EINVOICEACCOUNTCODE	nvarchar(35)	70	False
ADDRESSREFRECID	bigint	8	False
CUSTINVOICEID	nvarchar(20)	40	False
INVENTSITEID	nvarchar(10)	20	False

SHIPCARRIERDLVTYPE	int	4	False
SALESRESPONSIBLE	nvarchar(20)	40	False
SALESUNITID	nvarchar(20)	40	False
SMMSALESAMOUNTTOTAL	numeric(28,12)	13	False
SMMCAMPAIGNID	nvarchar(10)	20	False
MODIFIEDBY	nvarchar(5)	10	False
CREATEDDATETIME	datetime	8	False
CREATEDBY	nvarchar(5)	10	False
DATAAREAID	nvarchar(4)	8	False
RECVERSION	int	4	False
RECID	bigint	8	False
BZBILLTONAME	nvarchar(60)	120	False
BZDLVADDRESSLINE1	nvarchar(150)	300	False
BZDLVADDRESSLINE3	nvarchar(150)	300	False
BZDLVADDRESSLINE2	nvarchar(150)	300	False
BZBILLTOADDRESSLINE1	nvarchar(150)	300	False
BZBILLTOADDRESSLINE3	nvarchar(150)	300	False
BZBILLTOADDRESSLINE2	nvarchar(150)	300	False
BZBILLTOCITY	nvarchar(60)	120	False
BZBILLTOSTATE	nvarchar(50)	100	False
BZBILLTOCOUNTRYREGIONID	nvarchar(15)	30	False
BZBILLTOZIPCODE	nvarchar(15)	30	False
BZPROMO	nvarchar(40)	80	False

BZTRANSID	nvarchar(64)	128	False
BZPHONE	nvarchar(30)	60	False
BZBILLTOADDRESS	nvarchar(250)	500	False
BZSUBTOTAL	numeric(28,12)	13	False
BZSHIPPING	numeric(28,12)	13	False
BZSHIPPINGDISCOUNT	numeric(28,12)	13	False
BZTOTAL	numeric(28,12)	13	False
BZEXTERNALORDERID	nvarchar(50)	100	False
BZCUSTREF	nvarchar(100)	200	False
BZSUBTOTALDISCOUNT	numeric(28,12)	13	False
BZRESIDENTIAL	nvarchar(1)	2	False
BZLEGACYINVOICEDATETIME	datetime	8	False
BZLEGACYINVOICEDATETIMETZID	int	4	False
BZFRAUDSTATE	int	4	False
BZORDERSPLITTED	int	4	False
BZORDERPRINTEDDATETIME	datetime	8	False
BZORDERPRINTEDDATETIMETZID	int	4	False
BZORDERPRINTEDBY	nvarchar(50)	100	False
BZRETURNORDERREF	nvarchar(200)	400	False
MODIFIEDDATETIME	datetime	8	False
SALESGROUP	nvarchar(10)	20	False
FREIGHTSLIPTYPE	int	4	False
TAXGROUP	nvarchar(10)	20	False

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LINEDISC	nvarchar(10)	20	False
DISCPERCENT	numeric(28,12)	13	False
PRICEGROUPID	nvarchar(10)	20	False
MULTILINEDISC	nvarchar(10)	20	False
ENDDISC	nvarchar(10)	20	False
LISTCODE	int	4	False
MARKUPGROUP	nvarchar(10)	20	False
TRANSACTIONCODE	nvarchar(10)	20	False
COVSTATUS	int	4	False
COMMISSIONGROUP	nvarchar(10)	20	False
PAYMENTSCHED	nvarchar(30)	60	False
RETURNITEMNUM	nvarchar(10)	20	False
VATNUM	nvarchar(20)	40	False
PORT	nvarchar(10)	20	False
GIROTYPE	int	4	False
TRANSPORT	nvarchar(10)	20	False
EXPORTREASON	nvarchar(30)	60	False
STATPROCID	nvarchar(10)	20	False
RECEIPTDATEREQUESTED	datetime	8	False
RECEIPTDATECONFIRMED	datetime	8	False
ITEMTAGGING	int	4	False
CASETAGGING	int	4	False
PALLETAGGING	int	4	False

CREDITCARDCUSTREFID	bigint	8	False
SHIPCARRIERACCOUNT	nvarchar(25)	50	False
SHIPCARRIERID	nvarchar(10)	20	False
SHIPCARRIERFUELSURCHARGE	int	4	False
SHIPCARRIERBLINDSHIPMENT	int	4	False
CREDITCARDPROCESSORTRANSACT140	nvarchar(48)	96	False
SHIPCARRIERDELIVERYCONTACT	nvarchar(60)	120	False
CREDITCARDAPPROVALAMOUNT	numeric(28,12)	13	False
CREDITCARDAUTHORIZATION	nvarchar(20)	40	False
RETURNDEADLINE	datetime	8	False
RETURNREPLACEMENTID	nvarchar(20)	40	False
RETURNSTATUS	int	4	False
RETURNREASONCODEID	nvarchar(100)	200	False
CREDITCARDAUTHORIZATIONERROR	int	4	False
SHIPCARRIERACCOUNTCODE	nvarchar(20)	40	False
RETURNREPLACEMENTCREATED	int	4	False
ATPINCLPLANNEDORDERS	int	4	False
ATPTIMEFENCE	int	4	False
DELIVERYDATECONTROLTYPE	int	4	False
SHIPCARRIEREXPEDITEDSHIPMENT	int	4	False
SHIPCARRIERRESIDENTIAL	int	4	False
BZREFUNDSTATUS	int	4	False
BZREFUNDCOMPLETEDDATE	datetime	8	False

BZCLAIM	int	4	False
BZCSR	nvarchar(20)	40	False
BZORDERSTOPPEDDATETIME	datetime	8	False
BZORDERSTOPPEDDATETIMETZID	int	4	False
BZORDERRELEASEDDATETIME	datetime	8	False
BZORDERRELEASEDDATETIMETZID	int	4	False
BZORDERSTOPPEDBY	nvarchar(50)	100	False
BZORDERRELEASEDBY	nvarchar(50)	100	False
BZSTOPPEDCLEAR	int	4	False
BZSHIPPINGADJUSTMENT	numeric(28,12)	13	False
BZSERVICEADJUSTMENT	numeric(28,12)	13	False
BZSHIPPINGTAXADJUSTMENT	numeric(28,12)	13	False
BZRETURNSREFUNDREASONCODEID	nvarchar(100)	200	False
BZSERVICETAXADJUSTMENT	numeric(28,12)	13	False
BZRETURNPAYMMODE	nvarchar(10)	20	False
BZRETURNSREFUNDTRANSID	nvarchar(64)	128	False
BZRETURNSREFUNDEXTREFNUM	nvarchar(20)	40	False
BZCLEARPROBLEMPACKAGE	int	4	False
BZISSUSPECT	int	4	False
INTERCOMPANYAUTOCREATEORDERS	int	4	False
INTERCOMPANYDIRECTDELIVERY	int	4	False
INTERCOMPANYDIRECTDELIVERYORIG	int	4	False
INTERCOMPANYALLOWINDIRECTCRE48	int	4	False

INTERCOMPANYALLOWINDIRECTCRE49	int	4	False
INTERCOMPANYORIGIN	int	4	False
INTERCOMPANYCOMPANYID	nvarchar(4)	8	False
INTERCOMPANYPURCHID	nvarchar(20)	40	False
INTERCOMPANYORDER	int	4	False
BZONECLICKCHECKOUT	nvarchar(1)	2	False
BZORDERESTDELIVERYFROM	datetime	8	False
BZORDERESTDELIVERYTO	datetime	8	False
BZCOMBINEDTOTAL	numeric(28,12)	13	False
BZCOMBINEDSHIPPING	numeric(28,12)	13	False
BZCOMBINEDSUBTOTAL	numeric(28,12)	13	False
BZCHECKOUTSOURCE	nvarchar(5)	10	False
BZPRIORITYPROCESSING	int	4	False
BZREMOVETAGS	int	4	False
DEVICETYPE_BZ	int	4	False
BZMOBILETYPE	int	4	False

Header Records for Non-SQL Files

InventTable.txt

ITEMGROUPID

ITEMID

ITEMNAME

ITEMTYPE

PURCHMODEL

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TRADEMARK
REEL: 005480 FRAME: 0713

HEIGHT
WIDTH
SALESMODEL
COSTGROUPID
REQGROUPID
EPCMANAGER
PRIMARYVENDORID
NETWEIGHT
DEPTH
UNITVOLUME
DENSITY
DIMENSION
DIMENSION2_
DIMENSION3_
COSTMODEL
USEALTITEMID
ALTITEMID
PRODFLUSHINGPRINCIP
PBAITEMAUTOGENERATED
WMSARRIVALHANDLINGTIME
BOMMANUALRECEIPT
STOEXPLODE
BATCHNUMGROUPID
PRODPOOLID
ABCTIEUP
ABCREVENUE
ABCVALUE
ABCCONTRIBUTIONMARGIN
SALESPERCENTMARKUP

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TRADEMARK
REEL: 005480 FRAME: 0714

SALESCONTRIBUTIONRATIO
SALESPRICEMODELBASIC
NAMEALIAS
PRODGROUPID
PROJCATEGORYID
GROSSDEPTH
GROSSWIDTH
GROSSHEIGHT
SORTCODE
SERIALNUMGROUPID
DIMGROUPID
MODELGROUPID
ITEMBUYERGROUPID
WMSPICKINGQTYTIME
TARAWEIGHT
ITEMDIMCOMBINATIONAUTOCREATE
ITEMDIMCOSTPRICE
BOMCALCGROUPID
DATAAREAID
RECVERSION
RECID
BZITEMDESCRIPTIONTYPE
BOMUNITID
ITEMPRICETOLERANCEGROUPID
INTRACODE
MINIMUMPALLETQUANTITY
PHANTOM
INTRAUNIT
BOMLEVEL

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TRADEMARK
REEL: 005480 FRAME: 0715

AUTOREPORTFINISHED
ORIGCOUNTRYREGIONID
STATISTICSFACTOR
ALTCONFIGID
STANDARDCONFIGID
COMMISSIONGROUPID
CONFIGURABLE
STANDARDPALLETQUANTITY
QTYPERLAYER
CONFIGSIMILAR
TAXPACKAGINGQTY
WMSPALLETTYPEID
ORIGSTATEID
PACKAGINGGROUPID
SCRAPVAR
SCRAPCONST
STANDARDINVENTCOLORID
STANDARDINVENTSIZEID
ALTINVENTSIZEID
ALTINVENTCOLORID
PALLETTAGGING
ITEMTAGGINGLEVEL
ITEMIDCOMPANY
CUSTVENDRELATION
BZEmailProviderRecordBidz.txt
NOTIFYME
CUSTACCOUNT
EMAIL
HASRECORD

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TRADEMARK
REEL: 005480 FRAME: 0716

SYNC
ADDRESS1
ADDRESS3
ADDRESS2
ADDRESSCITY
LASTPURCHASEDATE
LASTPURCHASEDATETZID
IPCOUNTRYCODE
ADDRESSZIPCODEID
ADDRESSCOUNTRYREGIONID
ADDRESSSTATEID
MODIFIEDDATETIME
DATAAREAID
RECVERSION
RECID
OPTINDATE
OPTINDATETZID
OPTOUTDATE
OPTOUTDATETZID
COREGISTRATIONFROMBIDZ
UNSUBSCRIBED
OPTINDAILY
OPTINWEEKLY
OPTINMONTHLY
OPTINSWEEPSTAKES
WELCOMEEMAILSENT
VERSIONID
RESUBSCRIPTIONPROMO
PROMOTIONSNEWSLETTER

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TRADEMARK
REEL: 005480 FRAME: 0717

WEEKLYNEWSLETTER
NEWARRIVALNEWSLETTER
TIPSNEWSLETTER
UNSUBREASON
VALIDEMAILNOTIFYME
CUSTACCOUNT
EMAIL
HASRECORD
SYNC
ADDRESS1
ADDRESS3
ADDRESS2
ADDRESSCITY
LASTPURCHASEDATE
LASTPURCHASEDATETZID
IPCOUNTRYCODE
ADDRESSZIPCODEID
ADDRESSCOUNTRYREGIONID
ADDRESSSTATEID
MODIFIEDDATETIME
DATAAREAID
RECVERSION
RECID
OPTINDATE
OPTINDATETZID
OPTOUTDATE
OPTOUTDATETZID
COREGISTRATIONFROMBIDZ
UNSUBSCRIBED

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TRADEMARK
REEL: 005480 FRAME: 0718

OPTINDAILY
OPTINWEEKLY
OPTINMONTHLY
OPTINSWEEPSTAKES
WELCOMEEMAILSENT
VERSIONID
RESUBSCRIPTIONPROMO
PROMOTIONSNEWSLETTER
WEEKLYNEWSLETTER
NEWARRIVALNEWSLETTER
TIPSNEWSLETTER
UNSUBREASON
VALIDEMAIL

BZMarketingLeadBidz.xls
EMAIL

FIRSTNAME
LASTNAME
EMAILVALID
GENDER
AGE
HOUSEHOLDINCOME
PROMO
COMPANY
SUBID
IPADDRESS
IPCOUNTRYCODE
IPSTATECODE
MODIFIEDDATETIME

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TRADEMARK
REEL: 005480 FRAME: 0719

CREATEDDATETIME

DATAAREAID

RECVERSION

RECID

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TRADEMARK
REEL: 005480 FRAME: 0720

The data is largely de-normalized with recurring entries between the tables. Many of the rows contain Unicode data which contains moderate degree of non-standard or international characters.

In addition, there are two supplemental files:

File Name	Summary of Contents	Format
BZMarketingLeadBidz.xls	<ul style="list-style-type: none"> • Email Addresses • Promotion Name • IP Addresses • Created/Modified Date 	Microsoft Excel 2003
BZEmailProviderRecordBidz.txt	<ul style="list-style-type: none"> • Email Address • Opt-In • Account Number • Last Purchase • Opt-Out 	Flat, pipe-delimited

These files do not appear to be part of the original databases. Rather, they appear to originate from external CRM or email systems used in the management of the Bidz website and associated business processes.

Data Statistics

Analysis of Customer Records

Total Customer Records 6,772,523

Field	Customers with Data	Percentage of Records
Name	1,178,287	17.4%
Email Address	6,772,460	99.9%
Phone	1,124,043	16.6%
Cellular Phone	99	0.001%
Address	2,139,040	31.6%

Analysis of Order Distribution by Country

Total Customers with bill to Address with Orders 2,139,040
 Orders with Country Region ID in US 1,384,234

Orders with Country Region ID outside US

754,806

Analysis of Order Distribution by State

Note: The data appears to be very inconsistent in terms of state naming conventions and adherence to country codes. Several foreign provinces, improper abbreviations and spelling errors are present in the raw data.

Distribution By State	Count of Customers with Orders
	14
AA	2344
AE	912
AK	3979
AL	17744
Alabama	3
Alaska	4
Alberta	2
AP	451
AR	9788
Arizona	7
AS	2
AZ	29798
CA	156655
Ca.	2
California	33
CO	30018
COLORADO	6
CONNECTICUT	3
CT	15000
DC	3044
DE	14541
Delaware	1
fd	10
ffff	10
FL	130422
Florida	109
GA	38775
GEORGIA	13

GU	170
Hawaii	3
HI	5977
IA	8810
ID	6062
Idaho	1
IL	45412
Illinois	17
IN	24264
INDIANA	2
IOWA	3
KENTUCKY	2
KS	10833
KY	14457
LA	19339
Louisiana	4
MA	30246
MAINE	9
MARYLAND	6
MASSACHUSETTS	4
MD	32154
ME	6605
MI	35026
Miami	1
Michigan	6
MINNESOTA	9
MISSISSIPPI	4
MISSOURI	5
MN	21602
MN.	1
MO	22180
Montana	2
MP	90
MS	9836
MT	3950
N.Y.	2
NC	38144
ND	2687

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TRADEMARK
REEL: 005480 FRAME: 0723

NE	5571
nevada	4
New Jersey	22
NEW MEXICO	3
New York	77
NH	7639
NJ	45738
NM	8455
north carolina	4
North Dakota	1
NV	17613
NY	96471
OH	44420
OHIO	21
OK	14929
OKLAHOMA	5
OR	17709
OR.	1
OREGON	4
PA	55163
PA.	1
PENNSYLVANIA	6
PR	5523
QC	1
Rhode Island	3
RI	4851
SC	17096
SD	1952
SOUTH CAROLINA	2
SOUTH DAKOTA	1
TENNESSEE	5
Texas	42
TN	25112
tn.	1
TX	110845
UT	10147
Utah	1
VA	36759

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TRADEMARK
REEL: 005480 FRAME: 0724

Vermont	3
VI	308
Virginia	9
VT	3704
WA	32367
WASHINGTON	8
West Virginia	1
WI	18266
WISCONSIN	9
WV	8068
WY	3676
WYOMING	2
TOTAL	1,384,234

EXHIBIT B

BILL OF SALE

This BILL OF SALE (this "Agreement"), dated as of December ^{9TH} 1, 2014, is made and entered into by and between Insolvency Services Group, Inc., a California corporation, with its address at 9107 Wilshire Blvd., Ste 800, Beverly Hills, CA 90210 (the "Seller"), acting solely in its capacity as the Assignee for the Benefit of the Creditors of Bidz.com, Inc. (the "Assignor"), pursuant to that General Assignment entered into by and between Seller and Assignor, and Bid Now, LLC, a Delaware limited liability company, with its address at 639 So. Broadway, Floor 8, Los Angeles, CA 90014 (the "Buyer").

JBW

RECITALS

WHEREAS: Seller and Buyer have executed that certain Asset Purchase Agreement, with an effective date of the date hereof ("APA"), which provides for this Agreement. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the APA.

WHEREAS: Pursuant to the terms of the APA, Seller, as Assignee, has agreed to sell, assign, transfer and convey the Purchased Assets to Buyer at the Closing, and Buyer has agreed at the Closing to purchase, accept, receive and acquire from Seller the Purchased Assets. The parties desire to carry out the intent and purpose of the APA by the execution and delivery of this Agreement evidencing the vesting in Buyer of the Purchased Assets.

NOW, THEREFORE, pursuant to said APA, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller makes the following assignment and the parties hereto agree as follows:

AGREEMENT

The parties to this Agreement, in connection with the APA and intending to be legally bound by the terms hereof, hereby agree as follows:

1. The Recitals set forth above are hereby incorporated by reference into the agreement by the parties set forth herein.

2. Seller, as Assignee, does hereby convey, grant, bargain, sell, transfer, set over, assign, alien, remise, release, deliver and confirm, free and clear of all Encumbrances Of Record, unto Buyer and its successors and assigns forever, all of Seller's right, title, and interest in the Purchased Assets, to have and hold for Buyer's own use and the use of its successors and assigns.

3. Buyer hereby purchases, accepts, receives and acquires from Seller all of Seller's right, title, and interest in the Purchased Assets.

4. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any other person other than Buyer, and its successors and assigns, any

JBW

remedy or claim under or by reason of this instrument or any terms, covenants or conditions of this Agreement, and all the terms, covenants, conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of Seller and Buyer, and their respective successors and assigns.

5. This instrument shall be binding upon and inure to the benefit of Seller and Buyer, and each of their respective successors and assigns, effective upon the effective date of the APA.

6. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions or in general, any rights and remedies, and any of the obligations of any party to the APA as set forth therein, which shall, to the extent provided in the APA, survive the execution and delivery of this Agreement and the performance of the consummation of all transactions provided for in the APA.

7. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflicts of laws principles that would require the application of any other law.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

A handwritten signature in black ink, appearing to be "JPSW", is written above the text "[Signature page follows]".

[Signature page follows]

IN WITNESS WHEREOF, each of the parties to this Bill of Sale has duly executed this Bill of Sale as of the date first above written.

SELLER:

INSOLVENCY SERVICES GROUP, INC.
acting solely in its capacity as the Assignee for the
Benefit of the Creditors of Assignor

By: 

Name: JOEL B. WEINBERG

Title: PRESIDENT

BUYER:

Bid Now, LLC

By: 

Name: Daniella Zinberg

Title: Managing Member

EXHIBIT C

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into by and between Insolvency Services Group, Inc., a California corporation, with its address at 9107 Wilshire Blvd., Ste 800, Beverly Hills, CA 90210 (the "Seller"), acting solely in its capacity as the Assignee for the Benefit of the Creditors of Bidz.com, Inc. (the "Assignor"), pursuant to that General Assignment entered into by and between Seller and Assignor, and Bid Now, LLC, a Delaware limited liability company, with its address at 639 So. Broadway, Floor 8, Los Angeles, CA 90014 (the "Buyer").

RECITALS

WHEREAS, Seller intends hereby to assign and convey all right, title and interest assigned and conveyed to Seller by Assignor in and to all trademarks, service marks and/or trade names of Assignor attached hereto as Exhibit "A" and incorporated hereat by reference (collectively, the "Assigned Marks"); and

WHEREAS, Buyer desires to accept, receive and acquire from Seller all right, title and interest assigned and conveyed to Seller by Assignor in and to the Assigned Marks; and

WHEREAS, Seller and Buyer have executed a certain Asset Purchase Agreement, with an effective date of the date hereof ("APA"), which provides for this Assignment of the Assigned Marks; and

WHEREAS, it is desired that the assignment of the Assigned Marks, and registrations thereof and applications therefor, be made of record in the United States Patent and Trademark Office, and any other appropriate Patent and Trademark Office;

NOW, THEREFORE, pursuant to said APA, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller makes the following assignment and the parties hereto agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are hereby incorporated by reference into the agreement by the parties set forth herein.
2. Assignment. Seller hereby sells, assigns, transfers and sets over to Buyer the entire right, title and interest in and to the Assigned Marks assigned and conveyed to Seller by Assignor.
3. Assumption of Assigned Marks. Buyer hereby accepts, receives and acquires from Seller all right, title and interest assigned and conveyed to Seller by Assignor in and to the Assigned Marks, and assumes any and all duties and obligations in connection therewith.

JPOW

4. Terms. The terms and covenants of this Assignment shall inure to the benefit of Seller and Buyer, their successors, assigns and other legal representatives, and shall be binding on each party and their successors, assigns and other legal representatives.

5. Cooperation. As limited by and set forth in the APA, Seller and Buyer each agree to execute any and all documents and to do all other lawful acts as may be required or necessary to establish the rights assigned herein and the duties assumed hereunder, including any actions necessary to effectuate the transfer of the Assigned Marks.

6. APA. This Assignment is executed pursuant to the APA and is entitled to the benefits and subject to the provisions thereof.

7. Effect Of Assignment. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the APA or affect or modify any of the rights or obligations of the parties under the APA. In the event of any conflict between the provisions hereof and the provisions of the APA, the provisions of the APA shall govern and control.

8. Governing Law. This Assignment and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California (other than the choice of law principles thereof). Except as otherwise provided herein, any action, suit or other proceeding relating to this Agreement may be brought in any federal or state court in the State of California, as the party bringing such action, suit or proceeding shall elect, having jurisdiction over the subject matter thereof.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed shall be deemed an original instrument, and all of which together shall constitute one and the same instrument. Facsimile signatures (including those in .pdf format) shall be treated as if they were originals. The parties agree that this Assignment shall be legally binding upon the delivery and release, including by facsimile or email, by each party of an executed signature page to this Assignment to the other party hereto.

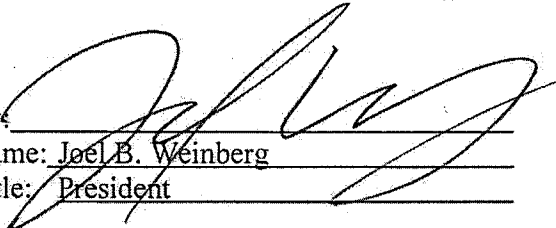
JBW

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of
December 9th, 2014. *JBW*

SELLER:

INSOLVENCY SERVICES GROUP, INC.
acting solely in its limited capacity as the Assignee
for the Benefit of the Creditors of Assignor

By: 
Name: Joel B. Weinberg
Title: President

BUYER:

Bid Now, LLC

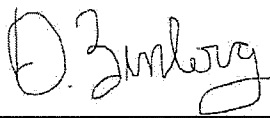
By: 
Name: Daniella Zinberg
Title: Managing Member

EXHIBIT A

SCHEDULE 1.1(B)

TRADEMARKS

Trademark	Registration Number	Serial Number
Lundstrom	1357955	73477335
Lundstrom	1617216	74013257
bidz	3548909	77238903
bidz	3548910	77238909
Bidz.com	3548911	77238917
bidz	3539426	77238868
Krementz	203945	71212442
Krementz	808483	72217746
Krementz	1252860	73339281
Whitehall	1184693	73262302

EXHIBIT D

DOMAIN NAME ASSIGNMENT

This Domain Name Assignment ("Assignment") is made and entered into by and between Insolvency Services Group, Inc., a California corporation, with its address at 9107 Wilshire Blvd., Ste 800, Beverly Hills, CA 90210 (the "Seller"), acting solely in its capacity as the Assignee for the Benefit of the Creditors of Bidz.com, Inc. (the "Assignor"), pursuant to that General Assignment entered into by and between Seller and Assignor, and Bid Now, LLC, a Delaware limited liability company, with its address at 639 So. Broadway, Floor 8, Los Angeles, CA 90014 (the "Buyer").

RECITALS

WHEREAS, Seller intends hereby to assign and convey all right, title and interest assigned and conveyed to Seller by Assignor in and to all domain names of Assignor attached hereto as Exhibit "A" and incorporated hereat by reference (collectively, the "Assigned Domains"); and

WHEREAS, Buyer desires to accept, receive and acquire from Seller all right, title and interest assigned and conveyed to Seller by Assignor in and to the Assigned Domains; and

WHEREAS, Seller and Buyer have executed a certain Asset Purchase Agreement, with an effective date of the date hereof ("APA"), which provides for this Assignment of the Assigned Domains; and

WHEREAS, it is desired that the assignment of the Assigned Domains be made of record in and to the domain name registrar and/or registry for each of the Assigned Domains;

NOW, THEREFORE, pursuant to said APA, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller makes the following assignment and the parties hereto agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are hereby incorporated by reference into the agreement by the parties set forth herein.
2. Assignment. Seller hereby sells, assigns, transfers and sets over to Buyer the entire right, title and interest in and to the Assigned Domains assigned and conveyed to Seller by Assignor in and to the Assigned Domains.
3. Assumption of Assigned Domains. Buyer hereby accepts, receives and acquires from Seller all right, title and interest assigned and conveyed to Seller by Assignor in and to the Assigned Domains, and assumes any and all duties and obligations in connection therewith.

4. Terms. The terms and covenants of this Assignment shall inure to the benefit of Seller and Buyer, their successors, assigns and other legal representatives, and shall be binding on each party and their successors, assigns and other legal representatives.

5. Cooperation. As limited by and set forth in the APA, Seller and Buyer each agree to execute any and all documents and to do all other lawful acts as may be required or necessary to establish the rights assigned herein and the duties assumed hereunder, including any actions necessary to effectuate the transfer of the Assigned Domains.

6. APA. This Assignment is executed pursuant to the APA and is entitled to the benefits and subject to the provisions thereof.

7. Effect Of Assignment. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the APA or affect or modify any of the rights or obligations of the parties under the APA. In the event of any conflict between the provisions hereof and the provisions of the APA, the provisions of the APA shall govern and control.

8. Governing Law. This Assignment and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California (other than the choice of law principles thereof). Except as otherwise provided herein, any action, suit or other proceeding relating to this Agreement may be brought in any federal or state court in the State of California, as the party bringing such action, suit or proceeding shall elect, having jurisdiction over the subject matter thereof.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed shall be deemed an original instrument, and all of which together shall constitute one and the same instrument. Facsimile signatures (including those in .pdf format) shall be treated as if they were originals. The parties agree that this Assignment shall be legally binding upon the delivery and release, including by facsimile or email, by each party of an executed signature page to this Assignment to the other party hereto.

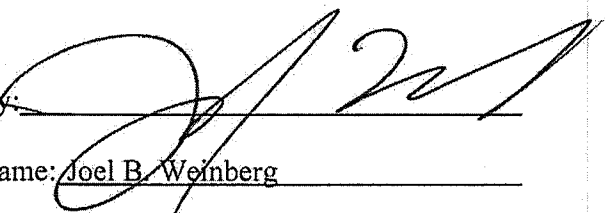
[Signature Page Follows]

A handwritten signature in black ink, appearing to be 'JBN', is written over the end of the text in the previous block.

IN WITNESS WHEREOF, the parties have executed this Domain Name Assignment as
of December 9th, 2014. *JRW*

SELLER:

INSOLVENCY SERVICES GROUP, INC.
acting solely in its capacity as the Assignee for the
Benefit of the Creditors of Assignor

By: 
Name: Joel B. Weinberg
Title: President

BUYER:

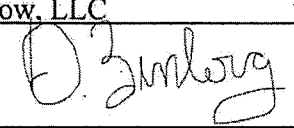
Bid Now, LLC
By: 
Name: Daniella Zinberg
Title: Managing Member

EXHIBIT A

SCHEDULE 1.1(A)

DOMAIN NAMES

bidz.com	bidzsucks.co
bidz.cc	bidzsucks.com
bidz.us	bidzsucks.info
bidz.tv	bidzsucks.net
buyz.com	bidzwatches.com
ebidz.com	buyzhaters.com
JWL.com	buyzhaters.net
pawnauctions.com	bidzsucks.org
rubbertoy.com	compunanny.com
1minuteauctions.com	europeanfood.com
2minuteauctions.com	fallingstarauction.com
3minuteauctions.com	fallingstarauctions.com
4minuteauctions.com	fiveminuteauctions.com
5minuteauctions.com	fiveminutesauctions.com
5minutesauctions.com	gemologicalappraisersassociation.com
9to5jobs.com	give2god.com
bidscoupon.com	give2god.info
bidscoupons.com	give2god.net
bidssale.com	give2god.org
bidssales.com	givetogod.com
bidzcorporate.com	givetogod.net
bidzdeals.com	givetogod.org
bidzdiamond.com	ihatebidz.com
bidzdiscount.com	jewelrybuilder.com
bidzdiscounts.com	lifeconfession.com
bidzearrings.com	moscowtravel.com
bidzhaters.com	mysweetlove.com
bidzhaters.net	onedollarnoreserve.com
bidzisaripoff.com	oneminuteauctions.com
bidzmarketing.com	threeminuteauctions.com
bidznecklaces.com	twominuteauctions.com
bidzpromotional.com	versacetiara.com
bidzrings.com	bidztransactions.com
bidzsale.com	bidzspecial.com
bidzsales.com	bidzspecials.com
bidzsilver.com	bidzsucks.biz
	bids.com

JBW

EXHIBIT E

SOFTWARE AND OTHER INTANGIBLES ASSIGNMENT

This Software and Other Intangibles Assignment ("Assignment") is made and entered into by and between Insolvency Services Group, Inc., a California corporation, with its address at 9107 Wilshire Blvd., Ste 800, Beverly Hills, CA 90210 (the "Seller"), acting solely in its capacity as the Assignee for the Benefit of the Creditors of Bidz.com, Inc. (the "Assignor"), pursuant to that General Assignment entered into by and between Seller and Assignor, and Bid Now, LLC, a Delaware limited liability company, with its address at 639 So. Broadway, Floor 8, Los Angeles, CA 90014 (the "Buyer").

RECITALS

WHEREAS, Seller intends hereby to assign and convey all right, title and interest assigned and conveyed to Seller by Assignor in and to all (i) Build-Release History website; and (ii) Website Live Code (collectively, the "Additional Assets"); and

WHEREAS, Buyer desires to accept, receive and acquire from Seller all right, title and interest assigned and conveyed to Seller by Assignor in and to the Additional Assets; and

WHEREAS, Seller and Buyer have executed a certain Asset Purchase Agreement, with an effective date of the date hereof ("APA"), which provides for this Assignment of the Additional Assets; and

NOW, THEREFORE, pursuant to said APA, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller makes the following assignment and the parties hereto agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are hereby incorporated by reference into the agreement by the parties set forth herein.

2. Assignment. Seller hereby sells, assigns, transfers and sets over to Buyer the entire right, title and interest in and to the Additional Assets assigned and conveyed to Seller by Assignor in and to the Additional Assets. All of the software files which are a part of the Additional Assets are described in Exhibit "A" attached hereto.

3. Assumption of Additional Assets. Buyer hereby accepts, receives and acquires from Seller all right, title and interest assigned and conveyed to Seller by Assignor in and to the Additional Assets, and assumes any and all duties and obligations in connection therewith.

4. Terms. The terms and covenants of this Assignment shall inure to the benefit of Seller and Buyer, their successors, assigns and other legal representatives, and shall be binding on each party and their successors, assigns and other legal representatives.

JBW

5. Cooperation. As limited by and set forth in the APA, Seller and Buyer each agree to execute any and all documents and to do all other lawful acts as may be required or necessary to establish the rights assigned herein and the duties assumed hereunder, including any actions necessary to effectuate the transfer of the Additional Assets.

6. APA. This Assignment is executed pursuant to the APA and is entitled to the benefits and subject to the provisions thereof.

7. Effect Of Assignment. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the APA or affect or modify any of the rights or obligations of the parties under the APA. In the event of any conflict between the provisions hereof and the provisions of the APA, the provisions of the APA shall govern and control.

8. Governing Law. This Assignment and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California (other than the choice of law principles thereof). Except as otherwise provided herein, any action, suit or other proceeding relating to this Agreement may be brought in any federal or state court in the State of California, as the party bringing such action, suit or proceeding shall elect, having jurisdiction over the subject matter thereof.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed shall be deemed an original instrument, and all of which together shall constitute one and the same instrument. Facsimile signatures (including those in .pdf format) shall be treated as if they were originals. The parties agree that this Assignment shall be legally binding upon the delivery and release, including by facsimile or email, by each party of an executed signature page to this Assignment to the other party hereto.

[Signature Page Follows]

A handwritten signature in black ink, appearing to be 'JBN', is written over the text '[Signature Page Follows]'. The signature is stylized and cursive.

IN WITNESS WHEREOF the parties have executed this Software and Other Intangibles
Assignment as of December 07th 2014. *JRW*

SELLER:

INSOLVENCY SERVICES GROUP, INC.
acting solely in its capacity as the Assignee for the
Benefit of the Creditors of Assignor

By: 

Name: Joel B. Weinberg

Title: President

BUYER:

Bid Now, LLC

By: 

Name: Daniella Zinberg

Title: Managing Member

EXHIBIT A

Summary

The Bidz database is spread over four logical files/tables (with each file having both a flat, pipe-delimited and Microsoft SQL Server version):

File Name	Summary of Contents	Notes
CustomersBidz.txt	<ul style="list-style-type: none">• Demographic information• Tax Information• Pricing and Discount	Contains columns for sensitive data such as bank account information and possible payment data. Contains plaintext customer passwords.
InventTable.txt	<ul style="list-style-type: none">• Item Type Categories• Item Descriptions• Markup and Sales Data• Pallet/Buying Information	
SalesLineBidz.txt	<ul style="list-style-type: none">• Sales Detail Information• Buyer names and Delivery Information	
SalesTableBidz.txt	<ul style="list-style-type: none">• Sales Order Header Data• Shipping Carrier Information• Delivery Address• Order Pricing• Fraud Indicator	

Data Layout for SQL Server Files

[dbo].[CUSTTABLEBIDZ]

ColumnsName	Data Type	Max Length (Bytes)	Allow Nulls
ACCOUNTNUM	nvarchar(40)	80	False
NAME	nvarchar(60)	120	False
ADDRESS	nvarchar(250)	500	False
PHONE	nvarchar(30)	60	False
TELEFAX	nvarchar(30)	60	False
INVOICEACCOUNT	nvarchar(40)	80	False
CUSTGROUP	nvarchar(10)	20	False
LINEDISC	nvarchar(10)	20	False
PAYMTERMID	nvarchar(10)	20	False
CASHDISC	nvarchar(10)	20	False
CURRENCY	nvarchar(3)	6	False
SALESGROUP	nvarchar(10)	20	False
BLOCKED	int	4	False
ONETIMECUSTOMER	int	4	False
ACCOUNTSTATEMENT	int	4	False
CREDITMAX	numeric(28,12)	13	False

MANDATORYCREDITLIMIT	int	4	False
DIMENSION	nvarchar(10)	20	False
DIMENSION2_	nvarchar(10)	20	False
DIMENSION3_	nvarchar(10)	20	False
VENDACCOUNT	nvarchar(40)	80	False
TELEX	nvarchar(20)	40	False
PRICEGROUP	nvarchar(10)	20	False
MULTILINEDISC	nvarchar(10)	20	False
ENDDISC	nvarchar(10)	20	False
VATNUM	nvarchar(20)	40	False
COUNTRYREGIONID	nvarchar(15)	30	False
INVENTLOCATION	nvarchar(10)	20	False
DLVTERM	nvarchar(10)	20	False
DLVMODE	nvarchar(10)	20	False
MARKUPGROUP	nvarchar(10)	20	False
CLEARINGPERIOD	nvarchar(10)	20	False
ZIPCODE	nvarchar(15)	30	False
STATE	nvarchar(50)	100	False
COUNTY	nvarchar(60)	120	False
URL	nvarchar(300)	600	False
EMAIL	nvarchar(100)	200	False
CELLULARPHONE	nvarchar(30)	60	False

PHONELOCAL	nvarchar(10)	20	False
FREIGHTZONE	nvarchar(10)	20	False
CREDITRATING	nvarchar(10)	20	False
TAXGROUP	nvarchar(10)	20	False
STATISTICSGROUP	nvarchar(10)	20	False
PAYMMODE	nvarchar(10)	20	False
COMMISSIONGROUP	nvarchar(10)	20	False
BANKACCOUNT	nvarchar(10)	20	False
PAYMSCHED	nvarchar(30)	60	False
NAMEALIAS	nvarchar(80)	160	False
CONTACTPERSONID	nvarchar(20)	40	False
INVOICEADDRESS	int	4	False
OURACCOUNTNUM	nvarchar(20)	40	False
SALESPOLID	nvarchar(10)	20	False
INCLTAX	int	4	False
CUSTITEMGROUPID	nvarchar(10)	20	False
NUMBERSEQUENCEGROUP	nvarchar(10)	20	False
LANGUAGEID	nvarchar(7)	14	False
PAYMDAYID	nvarchar(10)	20	False
LINEOFBUSINESSID	nvarchar(10)	20	False
DESTINATIONCODEID	nvarchar(10)	20	False
GIROTYPE	int	4	False

SUPPITEMGROUPID	nvarchar(10)	20	False
GIROTYPEINTERESTNOTE	int	4	False
TAXLICENSENUM	nvarchar(20)	40	False
PAYMSPEC	nvarchar(10)	20	False
BANKCENTRALBANKPURPOSETEXT	nvarchar(140)	280	False
BANKCENTRALBANKPURPOSECODE	nvarchar(10)	20	False
CITY	nvarchar(60)	120	False
STREET	nvarchar(250)	500	False
PAGER	nvarchar(30)	60	False
SMS	nvarchar(100)	200	False
PACKMATERIALFEELICENSENUM	nvarchar(20)	40	False
DLVREASON	nvarchar(10)	20	False
GIROTYPECOLLECTIONLETTER	int	4	False
SALESCALENDARID	nvarchar(10)	20	False
CUSTCLASSIFICATIONID	nvarchar(10)	20	False
SHIPCARRIERACCOUNT	nvarchar(25)	50	False
GIROTYPEPROJINVOICE	int	4	False
INVENTSITEID	nvarchar(10)	20	False
ORDERENTRYDEADLINEGROUPID	nvarchar(10)	20	False
SHIPCARRIERID	nvarchar(10)	20	False
SHIPCARRIERFUELSURCHARGE	int	4	False
SHIPCARRIERBLINDSHIPMENT	int	4	False

PARTYTYPE	int	4	False
PARTYID	nvarchar(20)	40	False
SHIPCARRIERACCOUNTCODE	nvarchar(20)	40	False
PROJPRICEGROUP	nvarchar(10)	20	False
GIROTYPEFREETEXTINVOICE	int	4	False
SYNCENTITYID	uniqueidentifier	16	False
SYNCVERSION	bigint	8	False
MEMO	nvarchar(10)	20	False
SALESDISTRICTID	nvarchar(20)	40	False
SEGMENTID	nvarchar(20)	40	False
SUBSEGMENTID	nvarchar(20)	40	False
RFIDITEMTAGGING	int	4	False
RFIDCASETAGGING	int	4	False
RFIDPALLETAGGING	int	4	False
COMPANYCHAINID	nvarchar(20)	40	False
MAINCONTACTID	nvarchar(20)	40	False
IDENTIFICATIONNUMBER	nvarchar(50)	100	False
PARTYCOUNTRY	nvarchar(15)	30	False
PARTYSTATE	nvarchar(50)	100	False
BZCUSTUSERID	nvarchar(40)	80	False
BZLASTNAME	nvarchar(60)	120	False
BZCUSTPASSWORD	nvarchar(150)	300	False

BZCUSTACTIVE	int	4	False
BZGENDER	int	4	False
BZBIRTHDAY	datetime	8	False
BZMARITALSTATUS	int	4	False
BZHOUSEHOLDINCOME	int	4	False
BZAMOUNTPAID	numeric(28,12)	13	False
BZCUSTVERIFIED	int	4	False
BZICONURL	nvarchar(259)	518	False
BZNOTIFYME	int	4	False
BZSCO	int	4	False
BZREGISTRATIONDATE	datetime	8	False
BZREGISTRATIONDATETZID	int	4	False
MODIFIEDDATETIME	datetime	8	False
CREATEDDATETIME	datetime	8	False
DATAAREAID	nvarchar(4)	8	False
RECVERSION	int	4	False
RECID	bigint	8	False
BZCCCLEARED	int	4	False
INTERCOMPANYAUTOCREATEORDERS	int	4	False
INTERCOMPANYALLOWINDIRECTCRE80	int	4	False
INTERCOMPANYDIRECTDELIVERY	int	4	False

[dbo].[SALESLINEBIDZ]

Columns

Name	Data Type	Max Length (Bytes)	Allow Nulls
SALESID	nvarchar(20)	40	False
LINENUM	numeric(28,12)	13	False
ITEMID	nvarchar(20)	40	False
SALESSTATUS	int	4	False
LEDGERACCOUNT	nvarchar(40)	80	False
NAME	nvarchar(1000)	2000	False
EXTERNALITEMID	nvarchar(60)	120	False
QTYORDERED	numeric(28,12)	13	False
SALESDELIVERNOW	numeric(28,12)	13	False
REMAINSALESPHYSICAL	numeric(28,12)	13	False
REMAINSALESFINANCIAL	numeric(28,12)	13	False
COSTPRICE	numeric(28,12)	13	False
SALESPRICE	numeric(28,12)	13	False
CURRENCYCODE	nvarchar(3)	6	False
LINEAMOUNT	numeric(28,12)	13	False
CONFIRMEDDLV	datetime	8	False
RESERVATION	int	4	False

SALESUNIT	nvarchar(10)	20	False
DIMENSION	nvarchar(10)	20	False
DIMENSION2_	nvarchar(10)	20	False
DIMENSION3_	nvarchar(10)	20	False
PRICEUNIT	numeric(28,12)	13	False
PROJTRANSID	nvarchar(20)	40	False
INVENTTRANSID	nvarchar(20)	40	False
CUSTGROUP	nvarchar(10)	20	False
CUSTACCOUNT	nvarchar(40)	80	False
SALESQTY	numeric(28,12)	13	False
SALESMARKUP	numeric(28,12)	13	False
INVENTDELIVERNOW	numeric(28,12)	13	False
SALESTYPE	int	4	False
BLOCKED	int	4	False
COMPLETE	int	4	False
REMAININVENTPHYSICAL	numeric(28,12)	13	False
BARCODE	nvarchar(80)	160	False
BARCODETYPE	nvarchar(10)	20	False
INVENTREFTRANSID	nvarchar(20)	40	False
INVENTREFTYPE	int	4	False
INVENTREFID	nvarchar(20)	40	False
LINEHEADER	nvarchar(80)	160	False

SCRAP	int	4	False
DLVMODE	nvarchar(10)	20	False
INVENTTRANSIDRETURN	nvarchar(20)	40	False
PROJCATEGORYID	nvarchar(10)	20	False
PROJID	nvarchar(10)	20	False
INVENTDIMID	nvarchar(20)	40	False
PROJLINEPROPERTYID	nvarchar(10)	20	False
CUSTOMERLINENUM	int	4	False
REMAININVENTFINANCIAL	numeric(28,12)	13	False
DELIVERYTYPE	int	4	False
CUSTOMERREF	nvarchar(60)	120	False
PURCHORDERFORMNUM	nvarchar(20)	40	False
BLANKETREFTRANSID	nvarchar(20)	40	False
SHIPPINGDATEREQUESTED	datetime	8	False
SHIPPINGDATECONFIRMED	datetime	8	False
ADDRESSREFRECID	bigint	8	False
ADDRESSREFTABLEID	int	4	False
EINVOICEACCOUNTCODE	nvarchar(35)	70	False
ACTIVITYNUMBER	nvarchar(10)	20	False
RETURNALLOWRESERVATION	int	4	False
CREATEDDATETIME	datetime	8	False
DATAAREAID	nvarchar(4)	8	False

RECVERSION	int	4	False
RECID	bigint	8	False
BZLISTINGNUM	nvarchar(20)	40	False
BZCOMPANY	nvarchar(25)	50	False
BZCOMMISSION	numeric(28,12)	13	False
BZWLID	int	4	False
TAXGROUP	nvarchar(10)	20	False
LINEPERCENT	numeric(28,12)	13	False
LINEDISC	numeric(28,12)	13	False
SALESGROUP	nvarchar(10)	20	False
MULTILNDISC	numeric(28,12)	13	False
MULTILNPERCENT	numeric(28,12),	13	False
TRANSACTIONCODE	nvarchar(10)	20	False
TAXITEMGROUP	nvarchar(10)	20	False
TAXAUTOGENERATED	int	4	False
UNDERDELIVERYPCT	numeric(28,12)	13	False
OVERDELIVERYPCT	numeric(28,12)	13	False
ITEMBOMID	nvarchar(20)	40	False
TRANSPORT	nvarchar(10)	20	False
STATPROCID	nvarchar(10)	20	False
PORT	nvarchar(10)	20	False
RECEIPTDATEREQUESTED	datetime	8	False

PACKINGUNITQTY	numeric(28,12)	13	False
PACKINGUNIT	nvarchar(10)	20	False
DELIVERYADDRESS	nvarchar(250)	500	False
DELIVERYNAME	nvarchar(60)	120	False
DELIVERYSTREET	nvarchar(250)	500	False
DELIVERYZIPCODE	nvarchar(15)	30	False
DELIVERYCITY	nvarchar(60)	120	False
DELIVERYCOUNTY	nvarchar(60)	120	False
DELIVERYSTATE	nvarchar(50)	100	False
DELIVERYCOUNTRYREGIONID	nvarchar(15)	30	False
RECEIPTDATECONFIRMED	datetime	8	False
STATTRIANGULARDEAL	int	4	False
ITEMTAGGING	int	4	False
CASETAGGING	int	4	False
PALLETAGGING	int	4	False
SHIPCARRIERID	nvarchar(10)	20	False
SHIPCARRIERACCOUNT	nvarchar(25)	50	False
SHIPCARRIERDLVTYPE	int	4	False
SHIPCARRIERACCOUNTCODE	nvarchar(20)	40	False
DELIVERYDATECONTROLTYPE	int	4	False
ATPINCLPLANNEDORDERS	int	4	False
ATPTIMEFENCE	int	4	False

ITEMREPLACED	int	4	False
RETURNDEADLINE	datetime	8	False
EXPECTEDRETQTY	numeric(28,12)	13	False
RETURNSTATUS	int	4	False
RETURNARRIVALDATE	datetime	8	False
RETURNCLOSEDDATE	datetime	8	False
RETURNDISPOSITIONCODEID	nvarchar(100)	200	False
BZRETURNREASONCODEID	nvarchar(100)	200	False
BZINTERNALRETURNREASONCODEID	nvarchar(100)	200	False
BZRETURNORDERREF	nvarchar(20)	40	False
BZRECEIVEITEMCONDITION	int	4	False
BZORIGLINEAMOUNT	numeric(28,12)	13	False
BZLEGACYBATCHID	int	4	False
BZESTIMATEDCOST	numeric(28,12)	13	False
BZPOSTEDCOST	numeric(28,12)	13	False
BZJARAMOUNT	numeric(28,12)	13	False
BZJARTAX	numeric(28,12)	13	False
BZRESIZINGAMOUNT	numeric(28,12)	13	False
BZRESIZINGTAX	numeric(28,12)	13	False
BZSHIPPINGDISCOUNT	numeric(28,12)	13	False
BZSHIPPINGAMOUNT	numeric(28,12)	13	False
BZSHIPPINGTAX	numeric(28,12)	13	False

BZTRANSACTIONFEEAMOUNT	numeric(28,12)	13	False
BZTRANSACTIONFEETAX	numeric(28,12)	13	False
BZWARRANTYAMOUNT	numeric(28,12)	13	False
BZWARRANTYTAX	numeric(28,12)	13	False
BZITEMTAX	numeric(28,12)	13	False
BZNEWSIZE	numeric(28,12)	13	False
BZWARRANTYID	int	4	False
BZJARID	int	4	False
BZREFUNDTAX	numeric(28,12)	13	False
BZCANCELLEDDATETIME	datetime	8	False
BZCANCELLEDDATETIMETZID	int	4	False
BZREFUNDCALCTYPE	int	4	False
BZCUSTOMERITEMID	nvarchar(20)	40	False
BZREFUNDNUM	nvarchar(10)	20	False
BZREFUNDVALUE	numeric(28,12)	13	False
BZCANCELQTY	numeric(28,12)	13	False
BZRESIZINGADJAMOUNT	numeric(28,12)	13	False
BZRESIZINGADJTAX	numeric(28,12)	13	False
BZWARRANTYADJAMOUNT	numeric(28,12)	13	False
BZJARADJAMOUNT	numeric(28,12)	13	False
BZJARADJTAX	numeric(28,12)	13	False
BZWARRANTYADJTAX	numeric(28,12)	13	False

BZSHIPPINGADJAMOUNT	numeric(28,12)	13	False
BZSHIPPINGADJTAX	numeric(28,12)	13	False
BZTRANSACTIONFEEADJAMOUNT	numeric(28,12)	13	False
BZTRANSACTIONFEEADJTAX	numeric(28,12)	13	False
BZOTHERADJUSTMENT	numeric(28,12)	13	False
BZITEMADJVALUE	numeric(28,12)	13	False
BZITEMADJTAX	numeric(28,12)	13	False
BZCSR	nvarchar(20)	40	False
BZSALEEVENTID	bigint	8	False
INTERCOMPANYORIGIN	int	4	False
INTERCOMPANYINVENTTRANSID	nvarchar(20)	40	False
BZMANUALADJUSTMENT	numeric(28,12)	13	False
BZTAXADJUSTMENT	numeric(28,12)	13	False

[dbo].[SALESTABLEBIDZ]

Columns

Name	Data Type	Max Length (Bytes)	Allow Nulls
SALESID	nvarchar(20)	40	False
SALESNAME	nvarchar(60)	120	False
RESERVATION	int	4	False
CUSTACCOUNT	nvarchar(40)	80	False
INVOICEACCOUNT	nvarchar(40)	80	False
DELIVERYDATE	datetime	8	False
DELIVERYADDRESS	nvarchar(250)	500	False
URL	nvarchar(300)	600	False
PURCHORDERFORMNUM	nvarchar(20)	40	False
SALESTAKER	nvarchar(20)	40	False
DOCUMENTSTATUS	int	4	False
INTERCOMPANYORIGINALSALESID	nvarchar(20)	40	False
CURRENCYCODE	nvarchar(3)	6	False
PAYMENT	nvarchar(10)	20	False
CASHDISC	nvarchar(10)	20	False
CUSTGROUP	nvarchar(10)	20	False
INTERCOMPANYORIGINALCUSTACCO22	nvarchar(20)	40	False
DIMENSION	nvarchar(10)	20	False

DIMENSION2_	nvarchar(10)	20	False
DIMENSION3_	nvarchar(10)	20	False
CUSTOMERREF	nvarchar(100)	200	False
DLVTERM	nvarchar(10)	20	False
DLVMODE	nvarchar(10)	20	False
PURCHID	nvarchar(20)	40	False
SALESSTATUS	int	4	False
SALESTYPE	int	4	False
SALESPOLID	nvarchar(10)	20	False
POSTINGPROFILE	nvarchar(10)	20	False
DELIVERYZIPCODE	nvarchar(15)	30	False
DELIVERYCOUNTY	nvarchar(60)	120	False
DELIVERYCOUNTRYREGIONID	nvarchar(15)	30	False
SETTLEVOUCHER	int	4	False
DELIVERYSTATE	nvarchar(50)	100	False
DELIVERYNAME	nvarchar(60)	120	False
ONETIMECUSTOMER	int	4	False
EMAIL	nvarchar(100)	200	False
FREIGHTZONE	nvarchar(10)	20	False
CASHDISCPERCENT	numeric(28,12)	13	False
CONTACTPERSONID	nvarchar(20)	40	False
DEADLINE	datetime	8	False
PROJID	nvarchar(10)	20	False

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INVENTLOCATIONID	nvarchar(10)	20	False
ADDRESSREFTABLEID	int	4	False
INCLTAX	int	4	False
EINVOICELINESPEC	int	4	False
NUMBERSEQUENCEGROUP	nvarchar(10)	20	False
FIXEEXCHRATE	numeric(28,12)	13	False
LANGUAGEID	nvarchar(7)	14	False
AUTOSUMMARYMODULETYPE	int	4	False
SALESORIGINID	nvarchar(10)	20	False
ESTIMATE	numeric(28,12)	13	False
PAYMMODE	nvarchar(10)	20	False
PAYMSPEC	nvarchar(10)	20	False
FIXEDDUEDATE	datetime	8	False
DELIVERYCITY	nvarchar(60)	120	False
DELIVERYSTREET	nvarchar(250)	500	False
DLVREASON	nvarchar(10)	20	False
QUOTATIONID	nvarchar(20)	40	False
SHIPPINGDATEREQUESTED	datetime	8	False
SHIPPINGDATECONFIRMED	datetime	8	False
EINVOICEACCOUNTCODE	nvarchar(35)	70	False
ADDRESSREFRECID	bigint	8	False
CUSTINVOICEID	nvarchar(20)	40	False
INVENTSITEID	nvarchar(10)	20	False

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TRADEMARK
REEL: 005480 FRAME: 0760

SHIPCARRIERDLVTYPE	int	4	False
SALESRESPONSIBLE	nvarchar(20)	40	False
SALESUNITID	nvarchar(20)	40	False
SMMSALESAMOUNTTOTAL	numeric(28,12)	13	False
SMMCAMPAIGNID	nvarchar(10)	20	False
MODIFIEDBY	nvarchar(5)	10	False
CREATEDDATETIME	datetime	8	False
CREATEDBY	nvarchar(5)	10	False
DATAAREAID	nvarchar(4)	8	False
RECVERSION	int	4	False
RECID	bigint	8	False
BZBILLTONAME	nvarchar(60)	120	False
BZDLVADDRESSLINE1	nvarchar(150)	300	False
BZDLVADDRESSLINE3	nvarchar(150)	300	False
BZDLVADDRESSLINE2	nvarchar(150)	300	False
BZBILLTOADDRESSLINE1	nvarchar(150)	300	False
BZBILLTOADDRESSLINE3	nvarchar(150)	300	False
BZBILLTOADDRESSLINE2	nvarchar(150)	300	False
BZBILLTOCITY	nvarchar(60)	120	False
BZBILLTOSTATE	nvarchar(50)	100	False
BZBILLTOCOUNTRYREGIONID	nvarchar(15)	30	False
BZBILLTOZIPCODE	nvarchar(15)	30	False
BZPROMO	nvarchar(40)	80	False

BZTRANSID	nvarchar(64)	128	False
BZPHONE	nvarchar(30)	60	False
BZBILLTOADDRESS	nvarchar(250)	500	False
BZSUBTOTAL	numeric(28,12)	13	False
BZSHIPPING	numeric(28,12)	13	False
BZSHIPPINGDISCOUNT	numeric(28,12)	13	False
BZTOTAL	numeric(28,12)	13	False
BZEXTERNALORDERID	nvarchar(50)	100	False
BZCUSTREF	nvarchar(100)	200	False
BZSUBTOTALDISCOUNT	numeric(28,12)	13	False
BZRESIDENTIAL	nvarchar(1)	2	False
BZLEGACYINVOICEDATETIME	datetime	8	False
BZLEGACYINVOICEDATETIMETZID	int	4	False
BZFRAUDSTATE	int	4	False
BZORDERSPLITTED	int	4	False
BZORDERPRINTEDDATETIME	datetime	8	False
BZORDERPRINTEDDATETIMETZID	int	4	False
BZORDERPRINTEDBY	nvarchar(50)	100	False
BZRETURNORDERREF	nvarchar(200)	400	False
MODIFIEDDATETIME	datetime	8	False
SALESGROUP	nvarchar(10)	20	False
FREIGHTSLIPTYPE	int	4	False
TAXGROUP	nvarchar(10)	20	False

LINEDISC	nvarchar(10)	20	False
DISCPERCENT	numeric(28,12)	13	False
PRICEGROUPID	nvarchar(10)	20	False
MULTILINEDISC	nvarchar(10)	20	False
ENDDISC	nvarchar(10)	20	False
LISTCODE	int	4	False
MARKUPGROUP	nvarchar(10)	20	False
TRANSACTIONCODE	nvarchar(10)	20	False
COVSTATUS	int	4	False
COMMISSIONGROUP	nvarchar(10)	20	False
PAYMENTSCHED	nvarchar(30)	60	False
RETURNITEMNUM	nvarchar(10)	20	False
VATNUM	nvarchar(20)	40	False
PORT	nvarchar(10)	20	False
GIROTYPE	int	4	False
TRANSPORT	nvarchar(10)	20	False
EXPORTREASON	nvarchar(30)	60	False
STATPROCID	nvarchar(10)	20	False
RECEIPTDATEREQUESTED	datetime	8	False
RECEIPTDATECONFIRMED	datetime	8	False
ITEMTAGGING	int	4	False
CASETAGGING	int	4	False
PALLETAGGING	int	4	False

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TRADEMARK
REEL: 005480 FRAME: 0763

CREDITCARDCUSTREFID	bigint	8	False
SHIPCARRIERACCOUNT	nvarchar(25)	50	False
SHIPCARRIERID	nvarchar(10)	20	False
SHIPCARRIERFUELSURCHARGE	int	4	False
SHIPCARRIERBLINDSHIPMENT	int	4	False
CREDITCARDPROCESSORTRANSACT140	nvarchar(48)	96	False
SHIPCARRIERDELIVERYCONTACT	nvarchar(60)	120	False
CREDITCARDAPPROVALAMOUNT	numeric(28,12)	13	False
CREDITCARDAUTHORIZATION	nvarchar(20)	40	False
RETURNDEADLINE	datetime	8	False
RETURNREPLACEMENTID	nvarchar(20)	40	False
RETURNSTATUS	int	4	False
RETURNREASONCODEID	nvarchar(100)	200	False
CREDITCARDAUTHORIZATIONERROR	int	4	False
SHIPCARRIERACCOUNTCODE	nvarchar(20)	40	False
RETURNREPLACEMENTCREATED	int	4	False
ATPINCLPLANNEDORDERS	int	4	False
ATPTIMEFENCE	int	4	False
DELIVERYDATECONTROLTYPE	int	4	False
SHIPCARRIEREXPEDITEDSHIPMENT	int	4	False
SHIPCARRIERRESIDENTIAL	int	4	False
BZREFUNDSTATUS	int	4	False
BZREFUNDCOMPLETEDDATE	datetime	8	False

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BZCLAIM	int	4	False
BZCSR	nvarchar(20)	40	False
BZORDERSTOPPEDDATETIME	datetime	8	False
BZORDERSTOPPEDDATETIMETZID	int	4	False
BZORDERRELEASEDDATETIME	datetime	8	False
BZORDERRELEASEDDATETIMETZID	int	4	False
BZORDERSTOPPEDBY	nvarchar(50)	100	False
BZORDERRELEASEDBY	nvarchar(50)	100	False
BZSTOPPEDCLEAR	int	4	False
BZSHIPPINGADJUSTMENT	numeric(28,12)	13	False
BZSERVICEADJUSTMENT	numeric(28,12)	13	False
BZSHIPPINGTAXADJUSTMENT	numeric(28,12)	13	False
BZRETURNSREFUNDREASONCODEID	nvarchar(100)	200	False
BZSERVICETAXADJUSTMENT	numeric(28,12)	13	False
BZRETURNPAYMMODE	nvarchar(10)	20	False
BZRETURNSREFUNDTRANSID	nvarchar(64)	128	False
BZRETURNSREFUNDEXTREFFNUM	nvarchar(20)	40	False
BZCLEARPROBLEMPACKAGE	int	4	False
BZISSUSPECT	int	4	False
INTERCOMPANYAUTOCREATEORDERS	int	4	False
INTERCOMPANYDIRECTDELIVERY	int	4	False
INTERCOMPANYDIRECTDELIVERYORIG	int	4	False
INTERCOMPANYALLOWINDIRECTCRE48	int	4	False

INTERCOMPANYALLOWINDIRECTCRE49	int	4	False
INTERCOMPANYORIGIN	int	4	False
INTERCOMPANYCOMPANYID	nvarchar(4)	8	False
INTERCOMPANYPURCHID	nvarchar(20)	40	False
INTERCOMPANYORDER	int	4	False
BZONECLICKCHECKOUT	nvarchar(1)	2	False
BZORDERESTDELIVERYFROM	datetime	8	False
BZORDERESTDELIVERYTO	datetime	8	False
BZCOMBINEDTOTAL	numeric(28,12)	13	False
BZCOMBINEDSHIPPING	numeric(28,12)	13	False
BZCOMBINEDSUBTOTAL	numeric(28,12)	13	False
BZCHECKOUTSOURCE	nvarchar(5)	10	False
BZPRIORITYPROCESSING	int	4	False
BZREMOVETAGS	int	4	False
DEVICETYPE_BZ	int	4	False
BZMOBILETYPE	int	4	False

Header Records for Non-SQL Files

InventTable.txt

ITEMGROUPID

ITEMID

ITEMNAME

ITEMTYPE

PURCHMODEL

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TRADEMARK
REEL: 005480 FRAME: 0766

HEIGHT
WIDTH
SALESMODEL
COSTGROUPID
REQGROUPID
EPCMANAGER
PRIMARYVENDORID
NETWEIGHT
DEPTH
UNITVOLUME
DENSITY
DIMENSION
DIMENSION2_
DIMENSION3_
COSTMODEL
USEALTITEMID
ALTITEMID
PRODFLUSHINGPRINCIP
PBAITEMAUTOGENERATED
WMSARRIVALHANDLINGTIME
BOMMANUALRECEIPT
STOEXPLODE
BATCHNUMGROUPID
PRODPOOLID
ABCTIEUP
ABCREVENUE
ABCVALUE
ABCCONTRIBUTIONMARGIN
SALESPERCENTMARKUP

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TRADEMARK
REEL: 005480 FRAME: 0767

SALESCONTRIBUTIONRATIO
SALESPRICEMODEL BASIC
NAMEALIAS
PRODGROUPID
PROJCATEGORYID
GROSSDEPTH
GROSSWIDTH
GROSSHEIGHT
SORTCODE
SERIALNUMGROUPID
DIMGROUPID
MODELGROUPID
ITEMBUYERGROUPID
WMSPICKINGQTYTIME
TARAWEIGHT
ITEMDIMCOMBINATIONAUTOCREATE
ITEMDIMCOSTPRICE
BOMCALCGROUPID
DATAAREAID
RECVERSION
RECID
BZITEMDESCRIPTIONTYPE
BOMUNITID
ITEMPRICETOLERANCEGROUPID
INTRACODE
MINIMUMPALLETQUANTITY
PHANTOM
INTRAUNIT
BOMLEVEL

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TRADEMARK
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AUTOREPORTFINISHED
ORIGCOUNTRYREGIONID
STATISTICSFACTOR
ALTCONFIGID
STANDARDCONFIGID
COMMISSIONGROUPID
CONFIGURABLE
STANDARDPALLETQUANTITY
QTYPERLAYER
CONFIGSIMILAR
TAXPACKAGINGQTY
WMSPALLETTYPEID
ORIGSTATEID
PACKAGINGGROUPID
SCRAPVAR
SCRAPCONST
STANDARDINVENTCOLORID
STANDARDINVENTSIZEID
ALTINVENTSIZEID
ALTINVENTCOLORID
PALLETTAGGING
ITEMTAGGINGLEVEL
ITEMIDCOMPANY
CUSTVENDRELATION
BZEmailProviderRecordBidz.txt
NOTIFYME
CUSTACCOUNT
EMAIL
HASRECORD

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TRADEMARK
REEL: 005480 FRAME: 0769

SYNC
ADDRESS1
ADDRESS3
ADDRESS2
ADDRESSCITY
LASTPURCHASEDATE
LASTPURCHASEDATETZID
IPCOUNTRYCODE
ADDRESSZIPCODEID
ADDRESSCOUNTRYREGIONID
ADDRESSSTATEID
MODIFIEDDATETIME
DATAAREAID
RECVERSION
RECID
OPTINDATE
OPTINDATETZID
OPTOUTDATE
OPTOUTDATETZID
COREGISTRATIONFROMBIDZ
UNSUBSCRIBED
OPTINDAILY
OPTINWEEKLY
OPTINMONTHLY
OPTINSWEEPSTAKES
WELCOMEEMAILSENT
VERSIONID
RESUBSCRIPTIONPROMO
PROMOTIONSNEWSLETTER

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TRADEMARK
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WEEKLYNEWSLETTER
NEWARRIVALSNEWSLETTER
TIPSNEWSLETTER
UNSUBREASON
VALIDEMAILNOTIFYME
CUSTACCOUNT
EMAIL
HASRECORD
SYNC
ADDRESS1
ADDRESS3
ADDRESS2
ADDRESSCITY
LASTPURCHASEDATE
LASTPURCHASEDATETZID
IPCOUNTRYCODE
ADDRESSZIPCODEID
ADDRESSCOUNTRYREGIONID
ADDRESSSTATEID
MODIFIEDDATETIME
DATAAREAID
RECVERSION
RECID
OPTINDATE
OPTINDATETZID
OPTOUTDATE
OPTOUTDATETZID
COREGISTRATIONFROMBIDZ
UNSUBSCRIBED

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TRADEMARK
REEL: 005480 FRAME: 0771

OPTINDAILY
OPTINWEEKLY
OPTINMONTHLY
OPTINSWEEPSTAKES
WELCOMEEMAILSENT
VERSIONID
RESUBSCRIPTIONPROMO
PROMOTIONSNEWSLETTER
WEEKLYNEWSLETTER
NEWARRIVALNEWSLETTER
TIPSNEWSLETTER
UNSUBREASON
VALIDEMAIL

BZMarketingLeadBidz.xls
EMAIL

FIRSTNAME
LASTNAME
EMAILVALID
GENDER
AGE
HOUSEHOLDINCOME
PROMO
COMPANY
SUBID
IPADDRESS
IPCOUNTRYCODE
IPSTATECODE
MODIFIEDDATETIME

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TRADEMARK
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CREATEDDATETIME

DATAAREAID

RECVERSION

RECID

The data is largely de-normalized with recurring entries between the tables. Many of the rows contain Unicode data which contains moderate degree of non-standard or international characters.

In addition, there are two supplemental files:

File Name	Summary of Contents	Format
BZMarketingLeadBidz.xls	<ul style="list-style-type: none"> • Email Addresses • Promotion Name • IP Addresses • Created/Modified Date 	Microsoft Excel 2003
BZEmailProviderRecordBidz.txt	<ul style="list-style-type: none"> • Email Address • Opt-In • Account Number • Last Purchase • Opt-Out 	Flat, pipe-delimited

These files do not appear to be part of the original databases. Rather, they appear to originate from external CRM or email systems used in the management of the Bidz website and associated business processes.

Data Statistics

Analysis of Customer Records

Total Customer Records 6,772,523

Field	Customers with Data	Percentage of Records
Name	1,178,287	17.4%
Email Address	6,772,460	99.9%
Phone	1,124,043	16.6%
Cellular Phone	99	0.001%
Address	2,139,040	31.6%

Analysis of Order Distribution by Country

Total Customers with bill to Address with Orders 2,139,040
 Orders with Country Region ID in US 1,384,234

Orders with Country Region ID outside US

754,806

Analysis of Order Distribution by State

Note: The data appears to be very inconsistent in terms of state naming conventions and adherence to country codes. Several foreign provinces, improper abbreviations and spelling errors are present in the raw data.

Distribution By State	Count of Customers with Orders
	14
AA	2344
AE	912
AK	3979
AL	17744
Alabama	3
Alaska	4
Alberta	2
AP	451
AR	9788
Arizona	7
AS	2
AZ	29798
CA	156655
Ca.	2
California	33
CO	30018
COLORADO	6
CONNECTICUT	3
CT	15000
DC	3044
DE	14541
Delaware	1
fd	10
fffff	10
FL	130422
Florida	109
GA	38775
GEORGIA	13

GU	170
Hawaii	3
HI	5977
IA	8810
ID	6062
Idaho	1
IL	45412
Illinois	17
IN	24264
INDIANA	2
IOWA	3
KENTUCKY	2
KS	10833
KY	14457
LA	19339
Louisiana	4
MA	30246
MAINE	9
MARYLAND	6
MASSACHUSETTS	4
MD	32154
ME	6605
MI	35026
Miami	1
Michigan	6
MINNESOTA	9
MISSISSIPPI	4
MISSOURI	5
MN	21602
MN.	1
MO	22180
Montana	2
MP	90
MS	9836
MT	3950
N.Y.	2
NC	38144
ND	2687

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NE	5571
nevada	4
New Jersey	22
NEW MEXICO	3
New York	77
NH	7639
NJ	45738
NM	8455
north carolina	4
North Dakota	1
NV	17613
NY	96471
OH	44420
OHIO	21
OK	14929
OKLAHOMA	5
OR	17709
OR.	1
OREGON	4
PA	55163
PA.	1
PENNSYLVANIA	6
PR	5523
QC	1
Rhode Island	3
RI	4851
SC	17096
SD	1952
SOUTH CAROLINA	2
SOUTH DAKOTA	1
TENNESSEE	5
Texas	42
TN	25112
tn.	1
TX	110845
UT	10147
Utah	1
VA	36759

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TRADEMARK
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Vermont	3
VI	308
Virginia	9
VT	3704
WA	32367
WASHINGTON	8
West Virginia	1
WI	18266
WISCONSIN	9
WV	8068
WY	3676
WYOMING	2
TOTAL	1,384,234

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