

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Retail Anywhere, Inc.		11/21/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NetSuite, Inc.		
Street Address:	2955 Campus Drive, Ste 100		
Internal Address:	Attn. General Counsel		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94403		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3030722	RETAIL ANYWHERE	
CORRESPONDENCE DATA			
Fax Number:	8055447700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	805-544-5600		
Email:	jfricks@ogdenfricks.com		
Correspondent Name:	John W. Fricks		
Address Line 1:	656 Santa Rosa Street, Ste 2B		
Address Line 4:	San Luis Obispo, CALIFORNIA 93401		
ATTORNEY DOCKET NUMBER:	AIM		
NAME OF SUBMITTER:	John Fricks		
Signature:	/John Fricks/		

OP \$40.00 3030722

Date:

11/21/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of November 21, 2012, by and among NetSuite Inc., a Delaware corporation having its principal office at 2955 Campus Drive, Suite 100, San Mateo, California 94403-2511 ("Buyer"), Retail Anywhere, Inc., a California corporation having its principal office at 811 12th Street, Suite 201, Paso Robles, CA 93446 ("Seller"), Branden M. Jenkins, an individual having his principal residence at 8022 S Rainbow Blvd., Ste. 332, Las Vegas NV 89139, and George J. Hanson, an individual having his principal residence at 953 Salida Del Sol Dr., Paso Robles CA 93446 (collectively, the "Shareholders"). Seller and the Shareholders are sometimes referred to collectively herein as the "Seller Parties."

Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

A. The Seller has adopted, used and is using the trademarks, trade names and/or service marks set forth on Schedule 1 attached hereto (hereinafter referred to as the "Marks") in interstate commerce.

B. Pursuant to that certain Asset Purchase Agreement by and among the Seller Parties and Buyer dated as of November 14, 2012 (the "Purchase Agreement"), Seller has agreed to sell and transfer to Buyer the Marks.

C. Buyer wishes to acquire all of such Seller's right, title and interest in and to the Marks.

AGREEMENT

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to and in accordance with the provisions of the Purchase Agreement, hereby agree as follows:

1. Assignment. The Seller Parties hereby assign to Buyer all of the Seller Parties' right, title and interest in and to the intangible personal property more specifically described in Exhibit A of the Purchase Agreement (including without limitation, the Marks) along with the goodwill of the Business symbolized thereby, including, with respect to the Marks all rights therein provided by international conventions and treaties, as well as any and all rights derived from use of the Marks, either by itself or by licensees, as well as all rights to sue for past, present and future infringement thereof (the "Assigned Property"), free and clear of any Encumbrances.

2. Further Documents and Actions. The Seller Parties shall timely execute and deliver any additional documents and perform such additional acts as may be necessary or desirable to record and perfect the interest of Buyer in and to the Assigned Property, and shall not enter into any agreement in conflict with this Assignment. Buyer agrees to provide such

information to Seller and otherwise cooperate with Seller as necessary to accept transfer of the Assigned Property. The Seller Parties hereby constitute and appoint Buyer, its successors and assigns, and the true and lawful attorney of the Seller Parties, with full power of substitution, in the name of Buyer or in the name and stead of the Seller Parties, but on behalf of and for the benefit of Buyer, its successors and assigns, to demand and receive the Assigned Property, and to give receipts and releases therefor, and from time to time to any and all actions in the Seller Parties' names for the collection of the Assigned Property and perfection of Buyer's title to the Assigned Property. Such power of attorney is coupled with an interest and is irrevocable by the Seller Parties.

3. No Third Party Beneficiaries. This Assignment shall be binding upon the Seller Parties, their respective successors and permitted assigns and shall inure solely to the benefit of Buyer, its successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Assignment.

4. No Representations. Each Seller makes no representations or warranties with respect to the Assets being sold, transferred, conveyed, assigned and delivered hereunder except for those representations and warranties specifically made in the Asset Purchase Agreement.

5. Amendment. This Assignment may not be amended, waived, discharged or terminated other than by a written instrument designated as an amendment and signed by the parties hereto.

6. Entire Agreement. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement. The Asset Purchase Agreement and this Assignment set forth the entire agreement and understanding of the parties with respect to the matters contemplated by the Asset Purchase Agreement and this Assignment. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any representation, warranty, right, obligation, claim or remedy created by the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

7. 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, (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 and (d) in lieu of such illegal, invalid or unenforceable provision, a court of competent jurisdiction or arbitrator, as applicable, shall be entitled to add as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other

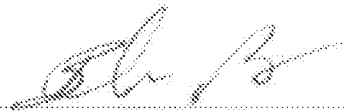
jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Executed counterparts delivered by fax or other electronic transmission shall be as valid and effective as manually executed original counterparts.

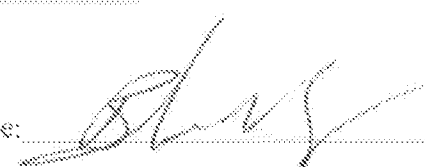
[SIGNATURE PAGE FOLLOWS]

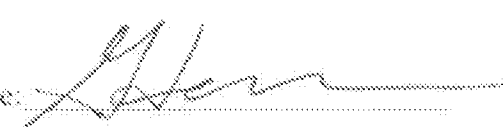
IN WITNESS WHEREOF, the Seller Parties and Buyer have caused this Intellectual Property Assignment to be executed as of the day and year first above written.

RETAIL ANYWHERE, INC.

By: 
Print Name: Branden Jenkins
Title: CEO

SHAREHOLDERS:

Signature: 
Print Name: Branden M. Jenkins

Signature: 
Print Name: George J. Hanson

Accepted and agreed to by Buyer as of the date first written above:

NETSUITE INC.

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the Seller Parties and Buyer have caused this Intellectual Property Assignment to be executed as of the day and year first above written.

RETAIL ANYWHERE, INC.

By: _____
Print Name: _____
Title: _____

SHAREHOLDERS:

Signature: _____

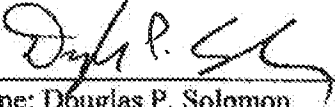
Print Name: Branden M. Jenkins

Signature: _____

Print Name: George J. Hanson

Accepted and agreed to by Buyer as of the date first written above:

NETSUITE INC.

By:  _____
Print Name: Douglas P. Solomon
Title: SVP, General Counsel & Secretary