

ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

AmeriMark Direct, LLC.

The undersigned state and agree as follows:

1. The State of Iowa ex rel. Thomas J. Miller, Iowa Attorney General, enters into this Assurance of Voluntary Compliance ("Assurance" or "AVC") with AmeriMark Direct, LLC ("AmeriMark") to resolve the Attorney General's concerns regarding AmeriMark's compliance with Iowa Code Ch. 552A, the Buying Club Memberships Law ("BCL"), and Iowa Code § 714.16 (2009), the Iowa Consumer Fraud Act ("CFA"), in connection with AmeriMark's past marketing of memberships in Iowa.

2. AmeriMark denies wrongdoing or liability of any kind, but has agreed to enter into this Assurance in order to resolve all issues raised during the Attorney General's inquiry.

IT IS THEREFORE AGREED that AmeriMark and AmeriMark's employees, successors and assigns shall refrain from violating the BCL. Without limiting the foregoing, this AVC requires compliance with all notice, disclosure, and other requirements of Iowa Code §§ 555A.1 through 555A.5 (incorporated by section 552A.3 of the BCL) and with all requirements relating to contracts set forth in Iowa Code §§ 552A.3 and 552A.4, in connection with the advertising, marketing or sale of Buying Club Memberships as defined in the BCL ("BCL programs") to consumers residing in the State of Iowa.

IT IS FURTHER AGREED that AmeriMark and AmeriMark's employees, successors, and assigns shall refrain from any billing of Iowa residents who were enrolled in memberships through solicitations that did not comply with the BCL, provided, however, that this billing prohibition shall not apply to Iowa residents who were contacted by mailings sent by

AmeriMark between February 3rd and 7th, 2011 and who chose to continue their memberships in the manner contemplated in such mailings.

IT IS FURTHER AGREED that AmeriMark and AmeriMark's employees, successors, and assigns shall refrain from violating the CFA in connection with the advertising, marketing or sale of any form of membership program to consumers residing in the State of Iowa, provided, however, that the constraints in this paragraph apply only to the extent that AmeriMark is engaged in the actual marketing of membership programs to Iowa residents. Without limiting the foregoing, this paragraph requires each of the following:

A. Clear and conspicuous disclosure to prospective purchasers of a membership program of all material aspects of the membership and the membership transaction.

B. Reasonable efforts to ensure that Iowa consumers who pay for membership programs but who are not known by AmeriMark to be active users of membership benefits receive actual notice, at least once every twelve months (the first such contact to occur within twelve months of initial enrollment), of the existence of the membership, the amount and manner of the membership charges, and how to cancel, through a mailing reasonably designed to effect such actual notice.

IT IS FURTHER AGREED that AmeriMark pay to the State of Iowa, in the manner the Attorney General directs, the amount of \$700,000.00, to be applied by the Attorney General in its discretion to restoring to Iowa consumers amounts they spent for AmeriMark's memberships to the extent reimbursement has not previously been made, pursuant to the BCL and the CFA (Iowa Code § 714.16(7)). The foregoing sum is to be paid according to the following schedule: \$250,000.00 within five (5) days following execution of this AVC; another \$200,000.00 within two-and-a-half months after such execution; and another \$250,000.00 within five months after such execution. AmeriMark agrees to cooperate with reasonable requests from the Attorney

General in connection with efforts to effect such restoration. To the extent that consumers entitled to reimbursement cannot be located through reasonable efforts, the money that is not returned to consumers shall be retained by the Attorney General to be used by the Attorney General for the administration and implementation of the CFA, pursuant to Iowa Code § 714.16(7), and shall be deposited into the fund created by Iowa Code § 714.16A (2011). No part of this payment shall be deemed a penalty of any kind. This payment to the Attorney General for consumer restitution shall not affect AmeriMark's established pre-AVC policy regarding consumer refunds as it applies to Iowans, which policy the Attorney General neither approves nor disapproves. This requirement shall not be interpreted to limit in any way refunds by AmeriMark in circumstances in which a refund is not expressly required.

IT IS FURTHER AGREED that a violation of this AVC is deemed a violation of the CFA for purposes of enforcement by the Attorney General.

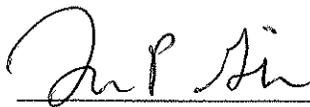
IT IS FURTHER AGREED that, pursuant to Iowa Code § 714.16, AmeriMark pay to the Attorney General, within five (5) days following execution of this AVC, \$17,000.00 to be deposited in the consumer fraud enforcement fund referred to in Iowa Code § 714.16A (2011).

The Undersigned who have the authority to consent and sign on behalf of the Attorney General of Iowa and AmeriMark hereby consent to the form and contents of the foregoing Assurance of Voluntary Compliance, which is to take effect immediately upon execution by all signatories indicated below.

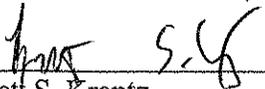
AmeriMark Direct, LLC:

Date: 5/9/11

Date: 5/16/11



For AmeriMark Direct, LLC



Brett S. Krantz
Attorney for AmeriMark Direct, LLC

IOWA ATTORNEY GENERAL:

Date: May 18, 2011

A handwritten signature in black ink, appearing to read 'S. St. Clair', written over a horizontal line.

By Steve St. Clair
Assistant Iowa Attorney General