

ASSURANCE OF VOLUNTARY COMPLIANCE

Effective Date: July 18, 2012

In the matter of

BESTBRANDVALUES.COM, 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 BestBrandValues.com, LLC ("BBV") to resolve the Attorney General's concerns regarding BBV's compliance with Iowa Code Ch. 552A, the Buying Club Memberships Law ("BCL"), and Iowa Code § 714.16, the Iowa Consumer Fraud Act ("CFA"), in connection with BBV's marketing of memberships in Iowa, including without limitation memberships involving DiscountBookSale.com.

2. BBV 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 that relate to the manner in which BBV's memberships were marketed to Iowa residents.

IT IS THEREFORE AGREED that BBV and BBV's employees, directors, officers, owners, agents, 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 to persons residing in the State of Iowa.

IT IS FURTHER AGREED that BBV and BBV's employees, directors, officers, owners, agents, successors, and assigns shall immediately cease billing Iowa residents for

memberships in which they were enrolled at any time prior to the effective date of this AVC set forth above ("Effective Date").

IT IS FURTHER AGREED that BBV and BBV's employees, directors, officers, owners, agents, successors, and assigns shall refrain from violating the CFA in connection with the advertising, marketing, sale, administration, or fulfillment of any form of membership program to persons residing in the State of Iowa. 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 BBV to be active users of membership benefits receive actual notice, at least once every twelve months (the first such contact to occur within six 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 sent to the consumer via U.S. Mail reasonably designed to effect such actual notice.

IT IS FURTHER AGREED that on or before July 25, 2012, BBV will pay the sum of \$135,000.00 ("Settlement Amount") to the State of Iowa, to be applied by the Office of the Attorney General in its discretion to restoring to Iowa consumers amounts they spent for BBV's memberships, to the extent reimbursement has not previously been made, pursuant to the BCL and the CFA. The Attorney General hereby releases BBV and its employees, directors, officers, owners and agents from liability related to alleged CFA and/or BCL violations by BBV in Iowa prior to the Effective Date, to the extent such liability stems from and relates to the enrollment and billing of Iowans as members of programs without proper notice and disclosure. BBV

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 the Settlement Amount shall be deemed a penalty of any kind. This payment of the Settlement Amount by BBV for consumer restitution shall not affect BBV'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 BBV 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, on or before July 25, 2012, BBV pay to the Attorney General the sum of \$10,000.00, to be deposited by the Attorney General in the fund referred to in Iowa Code § 714.16A (2011). All payments required under this Assurance may be by wire transfer.

IT IS FURTHER AGREED that, the Attorney General will, to the fullest extent permitted by law, protect against the public release of confidential customer information provided by BBV in response to Iowa Department of Justice Subpoena No. 2262 and/or in response to requests from the Attorney General in connection with efforts to effect restoration to consumers.

The Undersigned who have the authority to consent and sign on behalf of the Attorney General of Iowa and BBV hereby consent to the form and content of this AVC.

BestBrandValues.com, LLC

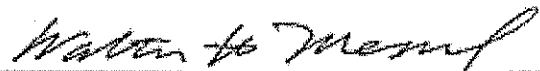
Date: _____



For BestBrandValues.com, LLC

Approved as to form:


Date: _____



Walter H. Messick
Attorney for Best BrandValues.com, LLC

IOWA ATTORNEY GENERAL:

Date: 7-17-2012



By Steve St. Clair
Assistant Attorney General