

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

MRP 5898

05-14-1998



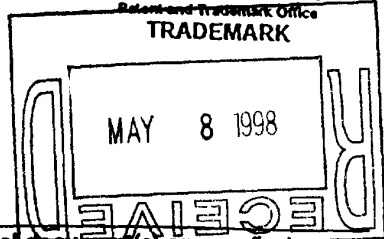
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK

MAY 8 1998



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

05/13/1998 DCOATES 00000046 75304933

01 FC:481

40.00 DP

02 FC:482

200.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1725 FRAME: 0076

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/304933"/>	<input type="text" value="74/724477"/>	<input type="text" value="75/303598"/>	<input type="text" value="2148278"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="74/724476"/>	<input type="text" value="75/296297"/>	<input type="text" value="75/470037"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/242659"/>	<input type="text" value="75/091929"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

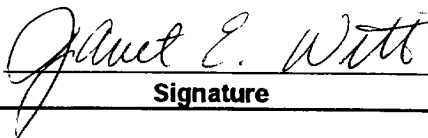
No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Janet E. Witt, Esq.

Name of Person Signing



Signature

5/7/98

Date Signed

FROM JAFFE, RAITT

(TUE) 5. 5'98 17:07/ST. 17:04/NO. 4860159925 P 2

## BUSINESS LOAN AND SECURITY AGREEMENT

**THIS BUSINESS LOAN AND SECURITY AGREEMENT** (the "Agreement") is made and entered into as of May 1, 1998, by and between **LEND LEASE INTERNATIONAL PTY. LIMITED**, an Australian company (the "Lender"), and **INTERACTIVE COUPON MARKETING GROUP, INC.**, a Michigan corporation ("Borrower").

### RECITALS:

A. Lender and Borrower have entered into discussions concerning the possible acquisition by Lender of shares of Borrower's common stock which may, in the aggregate, constitute 30% of all of Borrower's issued and outstanding common stock.

B. In connection with the foregoing discussions, Lender has agreed to lend to Borrower, and Borrower has agreed to borrow from Lender, the sum of USA One Million Dollars (\$1,000,000), upon the terms and subject to the conditions set forth in this Agreement.

### **ARTICLE I DEFINITIONS**

The following terms shall have the following meanings in this Agreement:

**"Accounts"** means all "accounts", as such term is defined in Section 9-106 of the UCC, in which Borrower now or hereafter has any right, title or interest and, in any event, shall mean and include, but not be limited to, all accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations now owned or hereafter received or acquired by, or belonging or owing to, Borrower.

**"Affiliate"** means, with respect to any Person, (a) any other Person which, directly or indirectly is in control of, is controlled by, or is under common control with such Person, or (b) any Person who is a director or officer (i) of such Person, or (ii) of any subsidiary of such Person or (iii) of any Person described in clause (a) above. For purposes of subsection (a) of this definition, control of a Person shall mean the power, direct or indirect, (i) to vote 10% or more of the securities having ordinary voting power for the election of directors of such Person, or (ii) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

**"Books"** means all books, records and correspondence relating to the Collateral, including, but not limited to, all records, ledgers, leases and computer and automatic machinery software and programs, including, without limitation, programs, disc or tape files, and automatic machinery printouts, runs and other computer prepared information pertaining to Borrower's business and to the Collateral.

**"Chattel Paper"** means all "chattel paper", as such term is defined in Section 9-105 of the UCC, in which Borrower now or hereafter has any right, title or interest.

**"Collateral"** has the meaning ascribed to it in Section 3.1 of this Agreement.

FROM JAFFE, RAITT

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“Contracts” means all licensing agreements and any and all other contracts, instruments, undertakings, documents or other agreements in or under which Borrower may now or hereafter have any right, title or interest, and any amendments or supplements thereto, which pertain to the purchase, lease, sale or other disposition by Borrower of any Inventory, Equipment or Fixtures.

“Documents” means all “documents” and “instruments”, as such terms are defined in the UCC, in which Borrower now or hereafter has any right, title or interest.

“Equipment” means all of Borrower’s present and future machinery, equipment, furniture, furnishings, fixtures, tools, motors, parts and goods, including all attachments, accessories, replacements, substitutions, additions and improvements thereto, wherever located, and any other goods not included in Inventory, and Proceeds and products of any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as the same may from time to time be amended or supplemented, including any rules or regulations issued in connection therewith.

“Event of Default” has the meaning set forth in Section 7.1 of this Agreement.

“Financial Statements” means all balance sheets, cash flows, earnings statements and other financial information produced by or at the direction of Borrower which have been, are now or are in the future furnished to Lender.

“Fixtures” means, to the extent not otherwise included as Equipment, all machinery, apparatus, equipment, fittings, fixtures, furniture and furnishings in which Borrower now or hereafter has any right, title or interest located upon or affixed to or which becomes affixed to any real property owned or leased by Borrower, including replacements and additions thereto.

“General Intangibles” means all of Borrower’s present and hereafter acquired or arising general intangibles and other personal property, including, without limitation, any and all choses or things in action, goodwill, brands, franchise conversion rights, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, infringement claims, computer software, literature, reports, catalogs, deposit accounts, tax refunds and tax refund claims, other than goods and Accounts, and the Proceeds and products of any of the foregoing, as well as Books relating to any of the foregoing.

“Indebtedness” means all amounts owing by Borrower to Lender under the Note and this Agreement.

“Intellectual Property” means all copyrights, trademarks, patents, patent applications and other proprietary information of Borrower listed on Exhibit 3.1(j).

“Inventory” means all “inventory”, as such term is defined in Section 9-109 of the UCC, in which Borrower now or hereafter has any right, title or interest and, in any event, shall mean and include, but not be limited to, inventory, merchandise, goods and other personal property now or hereafter owned by Borrower which are held for sale or lease or are furnished or are to be furnished

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under a contract of service, or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in Borrower's business, or the processing, packaging, delivery or shipping of the same, and all finished goods.

"Note" has the meaning ascribed to it in Section 2.2 of this Agreement.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Person" means and includes an individual, partnership, corporation, trust, unincorporated organization, government or any department or agency thereof.

"Proceeds" means whatever is received upon the sale, lease, exchange or other disposition of property or an interest in property in which Lender is granted a lien or security interest by Borrower, including, without limitation, insurance payable by reason of loss or damage to the Collateral.

"Related Documents" means, collectively, the Note, this Agreement and any and all agreements, guaranties, security agreements, leases, pledges, certificates and any other documents delivered or executed in connection with this Agreement. The term shall include both documents existing before and executed on or after the date of this Agreement.

"UCC" means the Uniform Commercial Code as in effect in the State of Michigan; provided that if by reason of mandatory provisions of law, the perfection or effect of perfection or non-perfection of the security interest in any Collateral or the availability of any remedy under this Agreement is governed by the Uniform Commercial Code in effect in any other jurisdiction, "UCC" means the Uniform Commercial Code in effect in such other jurisdiction for purposes of the provisions of this Agreement relating to such perfection or effect of perfection or non-perfection or availability of such remedy.

## ARTICLE II LOAN

2.1 Loan. Subject to the terms and conditions of this Agreement, on the date hereof, Lender shall loan to Borrower the sum of USA One Million Dollars (\$1,000,000) (the "Loan").

2.2 Authorization and Issuance of Note; Interest. The Loan shall be evidenced by a Promissory Note executed and delivered by Borrower to Lender concurrently herewith (the "Note"), payable to Lender's order and otherwise in form and substance acceptable to Lender. No interest shall be paid upon the outstanding principal balance of the Loan except upon the occurrence of an Event of Default (as more fully set forth in the Note). The outstanding principal balance of the Loan shall be due and payable upon the maturity date stated in the Note, unless Lender, upon Borrower's request, shall in Lender's discretion agree in writing to extend the term thereof.

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### ARTICLE III SECURITY

3.1 Grant of Security Interest. As security for Borrower's prompt and complete repayment of the Loan, Borrower hereby grants to Lender a continuing security interest in all of its right, title and interest in, to and under the following property, whether now existing or hereafter acquired (the "Collateral"):

- (a) all Accounts;
- (b) all Books;
- (c) all Chattel Paper;
- (d) all Contracts;
- (e) all Documents;
- (f) all Equipment;
- (g) all General Intangibles;
- (h) all Inventory;
- (i) all Fixtures;
- (j) all Intellectual Property;
- (k) all other goods and personal property in which it now or hereafter has any right, title or interest, whether tangible or intangible and wherever located; and
- (l) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing Collateral.

3.2 Rights of Secured Party; Limitations on Secured Party's Obligations.

(a) Obligations. Borrower expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each Contract and Document to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract or Document. Lender shall not by virtue of the interests granted herein have any obligation or liability under any Contract or Document by reason of or arising out of this Agreement or the granting to Lender of a security interest herein or Lender's receipt of any payment relating to any Contract or Document pursuant hereto, nor shall Lender be required or obligated in any manner to: (a) perform or fulfill any of Borrower's obligations under or pursuant to any Contract or Document; (b) make any payment required to be made by Borrower under any Contract or Document; (c) make any inquiry as to the nature or the sufficiency of any

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payment received by it or the sufficiency of any performance by any party under any Contract or Document; (d) present or file any claim which may be asserted by Borrower in connection with any Contract or Document; or (e) take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Test Verifications. Lender shall have the right to make test verifications with respect to any of the Collateral in any reasonable manner and through any medium that it considers advisable, and Borrower agrees to furnish all such assistance and information as Lender may reasonably require in connection therewith.

(c) Documents; Further Information; Returned Goods. At Lender's request, Borrower shall deliver to Lender all original and other documents evidencing and relating to the sale or lease and delivery of Inventory and/or the performance of labor or services which created the Accounts, including, but not limited to, all Chattel Paper, original orders, invoices, shipping documents and delivery receipts and duplicate copies of credit memoranda. Borrower shall notify Lender in writing within ten (10) days of any matters then known to it materially affecting the value, enforceability or collectability of any material Account and of all material (i.e., in excess of \$10,000) customer disputes, offsets, defenses, counterclaims, returns and rejections and all reclaimed or repossessed merchandise or goods. Upon the occurrence of an Event of Default and on notice from Lender, all returned merchandise or goods shall be set aside by Borrower and held by it for Lender's account.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender, all of which representations and warranties shall be continuing until the Loan is fully repaid and Borrower's obligations to Lender under this Agreement and the Related Documents are fully performed, as follows:

4.1 Existence and Authority. Borrower is a duly formed, and validly existing corporation in good standing under the laws of the State of Michigan and each Person executing this Agreement has full power and complete authority to execute this Agreement and all Related Documents. Borrower's tax identification number is 38-3216102.

4.2 Validity of Indebtedness and Agreement. Borrower's indebtedness to Lender, this Agreement and all Related Documents are valid, binding upon Borrower, and fully enforceable against Borrower in accordance with their respective terms.

4.3 No Breach. Borrower's execution, delivery and performance of this Agreement and the Related Documents do not and will not conflict with, result in a breach of or constitute a default under Borrower's articles of incorporation or bylaws or any agreements to which it is now a party.

4.4 Financial Information. All financial information provided to Lender has been prepared and will continue to be prepared in accordance with generally accepted accounting principles, consistently applied, and fully and fairly presents Borrower's financial condition as of

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date or for the operating period thereof. There has been no material adverse change in Borrower's business, property, or financial condition since the date of Borrower's latest Financial Statements provided to Lender.

4.5 Governmental Compliance. Borrower is in compliance in all material respects with all applicable requirements of all governmental authorities (federal, state and local), including, without limitation, the payment of taxes, the filing of tax returns and reports and is complying in all material respects with all environmental laws, ordinances, rules and regulations. Borrower possesses such franchises, licenses, permits, patents, copyrights, trademarks, and consents of appropriate governmental bodies to own its property and as are necessary to carry on its business in the ordinary course.

4.6 No Litigation. There are no suits or proceedings pending before any court, government agency, arbitration panel, or administrative tribunal, or, to Borrower's knowledge and except as set forth on Exhibit 4.6 attached hereto, threatened against Borrower, which may result in any material adverse change in Borrower's business, property or financial condition.

4.7 Title and Encumbrances. Except as set forth on Exhibit 4.7 attached hereto, Borrower has good and valid title to all of its property and assets free of any lien, security interest or encumbrance ("Lien").

4.8 Use of Proceeds. The proceeds of the Loan will be used exclusively in Borrower's business operation and will not be diverted or used in any other manner.

4.9 Representations and Warranties. All representations and warranties in this Agreement and the Related Documents are true and correct and no material fact has been omitted.

4.10 Employee Benefit Plans. Borrower has not incurred any material accumulated funding deficiency within the meaning of the ERISA, and have not incurred any material liability to the PBGC in connection with any employee benefit plan established or maintained by Borrower, and no reportable event or prohibited transaction, as defined in ERISA, has occurred with respect to such plans.

4.11 Intellectual Property. Borrower represents and warrants that Exhibit 3.1(j) sets forth all of the Intellectual Property.

#### ARTICLE V AFFIRMATIVE COVENANTS

As of the date of this Agreement and continuing until Borrower's obligations to Lender under this Agreement and the Related Documents are fully performed and the Loan is fully repaid, Borrower shall at all times:

5.1 Insurance. Maintain insurance against fire, theft and other casualty on its insurable real and personal property to their full replacement costs with companies acceptable to Lender against liability on account of damage to persons or property and as required under all applicable



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Workmen's Compensation laws. Furthermore, Borrower shall maintain any other insurance as may from time to time be reasonably requested by Lender, and shall insert a loss payee clause naming Lender in all fire and extended coverage policies on property that is security for the indebtedness and shall deliver certified copies of all such insurance policies to Lender. All insurance shall be payable first in the case of loss to Lender as lender. All insurance shall be non-contributing and maintained in such amounts as will afford Lender one hundred (100%) percent coverage against loss and also provide Lender with thirty (30) days prior written notice of cancellation or material modification.

5.2 Maintenance of Assets. Maintain, preserve, and keep its buildings, properties, and Collateral, and every part thereof in good repair, working order, and condition and from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements thereto, so that at all times the efficiency thereof shall be fully preserved and maintained; and preserve all Collateral including maintenance of all necessary filings and other actions for preservation of title and ownership.

5.3 Payment of Taxes. Duly pay and discharge or cause to be paid and discharged all taxes, assessments, and other governmental charges imposed upon Borrower and its properties or any part thereof or upon the income or profits therefrom, as well as all claims for labor, materials, or supplies, which if unpaid could become a lien or charge upon its property, except such items as are being in good faith appropriately contested and for which Borrower has provided adequate reserves.

5.4 Maintain Business Existence and Operations. Carry on and conduct its business in substantially the same manner and in substantially the same fields as such business is now and has previously been carried on, and maintain its legal existence, and comply in all material respects with all valid and applicable statutes, rules and regulations.

5.5 Financial Information. Maintain a standard, modern system of accounting in accordance with generally accepted accounting principles; deliver to Lender financial reports in a form satisfactory to Lender as Lender may request from time to time; permit Lender's duly authorized representatives at all reasonable times to examine and inspect Borrower's books and records, and to make abstracts and copies thereof, and to visit and inspect any of Borrower's property wherever same may be located.

5.6 General Compliance with Law.

(a) Borrower shall comply in all material respects with all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all environmental laws, ordinances, rules and regulations, and shall deliver to Lender such information and reports in form satisfactory to Lender as Lender may request from time to time to establish compliance with such laws.

(b) Borrower shall comply in all material respects with all applicable federal, state and local laws, ordinances, rules and regulations concerning wage payments, minimum wages, overtime laws and payment of withholding taxes, and deliver to Lender

such reports and information in form satisfactory to Lender as Lender may request from time to time to establish compliance with such laws.

5.7 Financial Reports. Borrower shall deliver to Lender such financial information concerning Borrower as Lender may reasonably require from time to time.

5.8 UCC Filings. Concurrently with the execution of this Agreement by Lender and Borrower, and from time to time thereafter as Lender may require, Borrower shall execute and deliver to Lender, and Lender shall have the right to file, record or otherwise perfect, such documents and instruments as may be necessary under applicable state or Federal law to perfect the security interest in the Collateral granted by Borrower to Lender under this Agreement. All costs and expenses of Lender hereunder shall be borne by Borrower. Specifically, but without limiting the generality of the foregoing, immediately upon execution of this Agreement by Lender and Borrower, Borrower shall deliver to Lender UCC-1 Financing Statements to be filed by Lender in the States of Georgia, Illinois, and Michigan and a collateral assignment of Borrower's patent application for filing with the United States Patent and Trademark Office (the "Patent Office").

5.9 Restriction on Sale of Securities. Except as set forth on Exhibit 5.9 attached hereto, Borrower shall not (a) sell any interest in itself, (b) sell any shares in itself, or (iii) enter into any transaction creating further indebtedness (including, without limitation, bonds) at any time while monies are owing by Borrower to Lender on the Note unless the proceeds from any such transaction are applied to the outstanding principal balance on the Note.

5.10 Intellectual Property.

(a) If, prior to the termination of this Agreement, Borrower shall obtain rights to any new or other patents, patent applications, trademarks and trademark applications (or other intellectual property associated therewith), Borrower shall promptly so notify Lender in writing. Upon such occurrence, Borrower shall, at Lender's request, execute and deliver any and all agreements, instruments, documents, and papers as Lender may request to evidence Lender's security interest in such new, additional Intellectual Property and general intangibles of Borrower relating thereto or represented thereby.

(b) Borrower shall take all reasonable and necessary action to preserve and maintain all of Borrower's rights in the Intellectual Property, including, without limitation, making timely filings with the Patent Office for renewals and extensions and diligently monitoring unauthorized use thereof. Any expenses incurred in connection with the foregoing shall be borne by Borrower.

(c) Borrower shall notify Lender promptly if Borrower knows, or has reason to know, that any application or registration relating to any Intellectual Property may become abandoned or dedicated, or of any material adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the Patent Office or any court) regarding Borrower's ownership of, or Lender's security interest in, any Intellectual Property, its right to register the same, or its right to keep and maintain the same.

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(d) Borrower will, after notice to and approval by Lender, by or through counsel reasonably acceptable to Lender, take or cause to be taken all necessary steps and actions, including, without limitation, in any proceeding before the Patent Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain the Intellectual Property in the countries in which Borrower has made filings, including without limitation, filing of applications for renewal and payment of maintenance fees.

(e) If any of the Intellectual Property is infringed by a third party, Borrower shall notify Lender promptly after Borrower learns thereof. Borrower shall take such other reasonable actions as shall be appropriate under the circumstances (as determined by Borrower in the exercise of its reasonable business judgment) to protect such Intellectual Property.

(f) After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but not the obligation, to bring suit in its own name to enforce any rights pertaining to the Intellectual Property and, if Lender shall commence any such suit, Borrower shall, at Lender's request, cooperate fully to the extent reasonably requested by Lender in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Lender for all costs and expenses reasonably incurred by Lender in the exercise of such enforcement (including, without limitation, the reasonable fees and expenses of attorneys, paralegals, accountants and other experts).

## ARTICLE VI NEGATIVE COVENANTS

6.1 Negative Covenants. So long as any of the Indebtedness remains unpaid or unperformed, Borrower shall not:

(a) Indebtedness for Borrowed Money. Create, assume, or otherwise become or remain obligated in respect of, or permit or suffer to exist or to be created, assumed or incurred or to be outstanding any indebtedness for money borrowed other than indebtedness outstanding on the date hereof or incurred in the normal course of Borrower's business.

(b) Liens. Create, assume, incur or permit or suffer to exist or to be created, assumed or incurred, any Lien upon any of its properties or assets of any character whether now owned or hereafter acquired (excluding leased property) or execute or permit to be filed in any public office any financing statement or statements naming Borrower as debtor.

(c) Restricted Payments. (i) Declare or pay any dividend or other distribution on account of any shares of any class of stock of Borrower now or hereafter outstanding, or (ii) redeem, retire, purchase or otherwise acquire for value any shares of any class of stock with Borrower now or hereafter outstanding, or (iii) prepay or retire any indebtedness of Borrower prior to its stated maturity, except any indebtedness to be retired on the date hereof from the proceeds of the Loan.

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(d) Affiliate Transactions. Effect or permit to exist any transaction with any Affiliate by which any asset or services of Borrower is transferred to such Affiliate, or enter into any other transaction with an Affiliate on terms no less favorable to Borrower than would be reasonably expected in a similar transaction with an unrelated entity.

(e) Agreements Regarding Intellectual Property. Without Lender's prior written consent, enter into any agreement, including, without limitation, any license or royalty agreement, which purports to transfer or assign any interest in the Intellectual Property to any other person other than in the ordinary course of Borrower's business and consistent with past practices. Further, Borrower shall not, without Lender's prior written consent (which may be withheld in its sole and absolute discretion), grant to any person any exclusive license or exclusive right to use or enjoy any Intellectual Property. Borrower will not take any action or fail to take any action, and will use its best efforts to prevent any action by other persons subject to its control, which would adversely affect the validity or enforceability of the rights transferred to Lender under this Agreement or the rights associated with any of the Intellectual Property.

## ARTICLE VII DEFAULT AND REMEDIES

7.1 Events of Default. Borrower shall be in default under this Agreement upon the happening of any of the following (an "Event of Default"):

(a) Noncompliance with Agreements. The occurrence of a default under the terms of this Agreement or any Related Document, including any and all renewals, extensions or modifications thereof that is not cured within any applicable cure period.

(b) Failure to Pay Amounts Due. Borrower fails to make any payment under the Note or to pay any other Indebtedness when due that is not cured within any applicable cure period.

(c) Other Lender Default. Any indebtedness of Borrower, other than the Indebtedness, is declared to be due and payable prior to the stated maturing thereof.

(d) Misrepresentations; False Information. If any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower in connection with this Agreement, or to induce Lender to make the Loan, proves to have been false in any material respect when made or furnished.

(e) Dissolution. Any order, judgment or decree is entered against Borrower decreeing Borrower's dissolution or division, which order, judgment or decree remains undischarged or unstayed for a period in excess of thirty (30) days.

(f) Judgments; Attachments; Tax Liens. A judgment is entered against Borrower which materially affects Borrower's business, property or financial condition, or a tax lien, levy, attachment, forfeiture, seizure, garnishment, execution or similar writ or

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process is issued against the Collateral or which materially effects Borrower's business, property or financial condition, which remains unpaid, unstayed on appeal, undischarged, unbonded or undismissed for a period of thirty (30) days after the date thereof.

(g) Material Adverse Change. Any material adverse change in Borrower's business, property or financial condition has occurred; the full performance of Borrower's obligations to Lender under this Agreement and the Related Documents is materially impaired; or the Collateral value or Lender's rights therein are materially impaired in any way.

(h) Default in Other Agreements. Borrower shall be in breach of or default with respect to any document, instrument, contract or agreement (i) evidencing or securing indebtedness of Borrower for borrowed money beyond any grace period provided, if the effect of such breach or default is to cause the holder or holders of that indebtedness to cause the indebtedness to become or to be declared due prior to its stated maturity (upon the giving or receiving of notice, lapse of time, both or otherwise) or (ii) material to the Borrower's financial condition beyond any grace period provided.

(i) Voluntary Bankruptcy; Appointment of Trustee, etc. Borrower shall (i) commence a voluntary case under the Bankruptcy Code of 1978, as amended or other federal bankruptcy law (as now or hereafter in effect) (the "Bankruptcy Code"); (ii) file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, liquidation, conservatorship, moratorium, arrangement, winding up or composition for adjustment of debts or similar laws from time to time in effect affecting creditors' rights generally; (iii) consent to, or fail to contest in a timely and appropriate manner, any petition filed against it in an involuntary case under such bankruptcy laws or other laws; (iv) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign; (v) be unable to, or admit in writing its inability to, pay its debts as they become due; (vi) make a general assignment for the benefit of creditors; or (vii) make a conveyance fraudulent as to creditors under any state or federal law.

(j) Involuntary Bankruptcy; Appointment of Trustee, etc.

(i) An involuntary case seeking the liquidation or reorganization of Borrower under Chapter 7 or Chapter 11, respectively, of the Bankruptcy Code or any similar proceeding is commenced against Borrower under any other applicable law and any one or more of the following events occur: (i) Borrower consents to the institution of the involuntary case; (ii) the petition commencing the involuntary case is not timely controverted; (iii) the petition commencing the involuntary case is not dismissed within sixty (60) days of its filing; (iv) an interim trustee is appointed to take possession of all or a substantial portion of the property and/or to operate all or any substantial portion of Borrower's business; or (v) an order for relief shall have been issued or entered therein.

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(ii) A decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, custodian, trustee or other officer having similar powers of Borrower to take possession of all or a substantial portion of the property and/or to operate all or a substantial portion of the business of Borrower is entered and, within thirty (30) days from the date of entry, is not vacated, discharged or bonded against, or any similar relief shall be granted against Borrower under any applicable federal or state law, and, within thirty (30) days from the date of entry, is not vacated, discharged or bonded against.

7.2 Remedies. Lender may take any or all of the following actions upon the occurrence of an Event of Default hereunder:

(a) Acceleration. If any Event of Default shall have occurred and be continuing, Lender may declare all of the Indebtedness to be forthwith due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived, anything in this Agreement or any other agreement evidencing any Indebtedness to the contrary notwithstanding.

(b) Rights as a Secured Creditor. Lender may exercise all of the rights and remedies of a secured party under the UCC and under any other applicable law, including, without limitation, the right, without notice except as specified below and with or without taking possession thereof, to sell the Collateral or any part thereof in one or more parcels at public or private sale at any location chosen by Lender, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Lender may deem commercially reasonable. Borrower agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification, but notice given in any other reasonable manner or at any other reasonable time shall constitute reasonable notification. Lender shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(c) Waiver of Marshaling. Borrower hereby waives any right to require any marshaling of assets and any similar right.

(d) Appointment of Receiver. Lender shall be entitled to the appointment of a receiver, without notice of any kind whatsoever and without regard to the adequacy of any security for the Indebtedness or the solvency of any party bound for its payment, to take possession of all or any portion of the Collateral and/or Borrower's business operations and to exercise such power as the court shall confer upon such receiver.

7.3 Application of Proceeds. All proceeds from each sale of, or other realization upon, all or any part of the Collateral following an Event of Default shall be applied or paid over as follows:

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(a) First, to the payment of all costs and expenses incurred in connection with such sale or other realization, including reasonable attorneys' fees if Lender endeavored to collect the Indebtedness by or through an attorney at law.

(b) Second, to the payment of the interest due upon any of the Indebtedness in any order which Lender may elect.

(c) Third, to the payment of the principal due upon any of the Indebtedness in any order which Lender may elect.

(d) Finally, the balance (if any) of such proceeds shall be paid to Borrower or to whomsoever may be legally entitled thereto.

Borrower shall remain liable and shall pay, on demand, any deficiency remaining in respect of the Indebtedness, together with interest thereon at a rate per annum equal to the highest rate then payable hereunder on such Indebtedness, which interest shall constitute part of the Indebtedness.

7.4 No Waiver. No delay or failure of Lender in exercising any right, remedy, power or privilege hereunder shall effect that right, remedy, power or privilege, nor shall any single or partial exercise thereof preclude the exercise of any other right, remedy, power or privilege. No delay or failure of Lender to demand strict adherence to the terms of this Agreement shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an Event of Default, to demand strict adherence to the terms of this Agreement and the Related Documents. Acceptance of payment or waiver of any Event of Default shall not operate as a waiver of subsequent defaults, nor of any other rights of Lender.

7.5 Indemnification. Borrower agrees to indemnify Lender from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against Lender in any way relating to or arising out of the operation of Borrower's business, any action taken by Lender with respect to any Collateral or any other action taken by Lender pursuant to the terms of this Agreement; *provided, however,* that Borrower shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from Lender's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Borrower agrees to reimburse Lender promptly upon demand for any out-of-pocket expenses (including reasonable counsel fees of the counsel(s) of Lender's own choosing) incurred by Lender in connection with the administration or enforcement of, or legal advice with respect to the rights or responsibilities of the parties under this Agreement, any suit or action brought by Lender to enforce the terms of this Agreement, any "lender liability" suit or claim brought against Lender, and any claim or suit brought against Lender arising under any Federal or state environmental statute, rule or regulation, including, without limitation, the Superfund Act, or the Federal Resource Conservation and Recovery Act of 1976, as amended. The agreements in this Section 7.5 shall survive the termination of this Agreement. Lender agrees to give Borrower prompt notice of any suit or cause of action brought against Lender which is covered by this Section 7.5.

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**ARTICLE VIII  
NOTICES**

All notices required to be given under the terms of this Agreement shall be in writing and shall be sufficient if mailed to the parties as set forth below or to such addresses as the parties may hereafter establish by written notice.

**Borrower:** Interactive Coupon Marketing Group, Inc.  
8755 West Higgins Road, Suite 100  
Chicago, Illinois 60631  
Attn: Hillel Levin  
Fax: (773) 693-1311

**with copies to:** Douglas J. Golden, Esq.  
Douglas J. Golden, P.C.  
255 East Brown Street  
Suite 110  
Birmingham, Michigan 48009  
Fax: (248) 433-1014

**Lender:** Lend Lease International Pty Limited  
Level 43 Australia Square  
Sydney  
NSW 2000  
Australia  
Attn: Lynette Mayne  
Fax No: (612) 9236-6852

**with copies to:** Stephen K. Cassidy, Esq.  
Cassidy, Cheatham, Shimko & Dawson  
20 California Street, Suite 500  
San Francisco, California 94111  
Fax No: (415) 788-2039

and

Alston & Bird, LLP  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424  
Attn: Wayt King  
Fax No.: (404) 881-7000

All such notices and other communications shall be effective (a) if mailed, when received or three days after mailing, whichever is earlier; (b) if telecopied, when transmitted; or (c) if hand delivered, when delivered.



FROM JAFFE, RAITT

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## ARTICLE IX MISCELLANEOUS

9.1 Further Action. Borrower agrees, from time to time upon Lender's request, to make, execute, acknowledge, and deliver to Lender such further and additional instruments, documents, and agreements, and to take such further action as may be required to carry out the intent and purpose of this Agreement and repayment of the Indebtedness.

9.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

9.3 No Partnership or Joint Venture. Nothing contained in this Agreement or any agreement given pursuant hereto shall be deemed or construed as creating a partnership or a joint venture between Lender and any other person or cause Lender to be responsible in any way for the debts or obligations of Borrower or any other person.

9.4 No Benefit. This Agreement is personal to the parties and is for their sole benefit and is not made for the express or implied benefit of any other person or entity.

9.5 Entire Agreement. This Agreement, together with any exhibits and other documents and instruments mentioned herein, constitutes the entire agreement between Lender and Borrower. Any and all prior, contemporaneous, oral or written agreements, understandings, statements, customs or practices between Lender and Borrower pertaining to the transactions contemplated herein are merged herein. No party has made any representations, warranties or inducements, express or implied, to any other party, except as expressly set forth herein.

9.6 Modifications Only in Writing. Neither this Agreement nor any provision hereof may be modified, waived, discharged or terminated orally, but only by an instrument signed by Borrower and Lender.

9.7 Governing Law; Partial Illegality. This Agreement and the Related Documents shall be interpreted and the rights of the parties determined under the laws of the State of Michigan. Should any part, term or provision of this Agreement be adjudged illegal or in conflict of any law of the United States or the State of Michigan, the validity of the remaining portion or provisions of the Agreement shall not be affected.

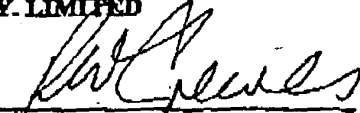
9.8 Headings. All section and paragraph headings in this Agreement are included for convenience only and do not constitute a part of this Agreement.

FROM JAFFE, RAITT

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

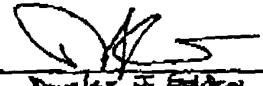
**LENDER**

**LEND LEASE INTERNATIONAL  
PTY. LIMITED**

By:   
Its: DIRECTOR

**BORROWER**

**INTERACTIVE COUPON  
MARKETING GROUP, INC.**

By:   
Its: Secretary

0536079.03

FROM JAFFE, RAITT

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

**LENDER**


**LEND LEASE INTERNATIONAL  
PTY. LIMITED**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BORROWER**

**INTERACTIVE COUPON  
MARKETING GROUP, INC.**

By:  \_\_\_\_\_  
Douglas J. Golden

Its: SECRETARY

0556079.03

FROM JAFFE, RAITT

(TUE) 5. 5 '98 17:13/ST. 17:04/NO. 4860159925 P 19

**EXHIBIT 3.1 (U)**

Page 1

**MASTER PATENT LIST**

Client: Interactive Coupon Marketing Group, Inc.

April 29, 1998

Root Number	Attorney	Disclosure Status	Title	Inventors
2166	MPM	Filed	Interactive Marketing Network and Process Using Electronic Certificates	Albert Schornberg Bradley Anderson Gary Gentry Hillel Levin James Barbour Steven M. Golden

Country	Sub Case	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent	Agent Ref #
AU	PC	Pending	6762796	25-Jul-1996					Sprus	407487:PAL
BR	PC	Pending		25-Jan-1998					Momsc	P-60469
CA	PC	Pending		23-Jan-1998			SE		Finla	
CN	PC	Pending	961968427	09-Mar-1998					Shuog	USNSFN-003
EP	PC	Pending	965280130	25-Jul-1996					F.R.	pl09611e/c
JP	PC	Pending	9507715	25-Jul-1996					Yamas	P 5843
KR	PC	Pending	98700526	23-Jan-1998					Lee I	PE986736KKH
MX	PC	Pending	980671	23-Jan-1998					Clark	PI07698MX
NZ	PC	Pending	315832	23-Jan-1998					A.J.	P385124
SG	PC	Pending		23-Jan-1998						
US	PC	Pending	08507693	25-Jul-1995						
US	CI	Unfiled								
WO	PC	Dispersed	US9612181	25-Jul-1996						

Owner: Interactive Coupon Marketing G

Keywords:

MASTER TRADEMARK LIST

Page 2

April 29, 1998

Client: Interactive Coupon Marketing Group, Inc.

Case	Country	Status	Trademark Name:	Application	Filing Date:	Registration	Reg. Date:
1155	US	Published	DINELINE	74724477	05-Sep-1995		
1156	US	Pending	EVENISLINE	74724476	05-Sep-1995		
1204	US	Pending	INTERACTIVE COUPON NETWORK	75091929	22-Apr-1996		
1216	AU	Pending	COOLSAVINGS	758547	30-Mar-1998		
1216	CA	Pending	COOLSAVINGS	873779	30-Mar-1998		
1216	GB	Appn Sent	COOLSAVINGS				
1216	US	Registered	COOLSAVINGS	75131552	09-Jul-1996	2148278	31-Mar-1998
1282	US	Published	COOLTRAVEL	75242659	18-Feb-1997		
1312	US	Pending	COOLMAIL	75298297	22-May-1997		
1322	US	Published	COOLCATALOGS	75303598	05-Jun-1997		
1323	US	Published	COOLSAMPLES	75304933	05-Jun-1997		
1447	US	Pending	MISC. DESIGN (Piggy Bank)	75470037	13-Apr-1998		

FROM JAFFE, RAITT

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**EXHIBIT 3.1 (I)**

Page 3

Interactive Coupon Marketing Group Inc. (ICMG) Trade Secrets and other proprietary information, including, without limitation, the following:

1. All copyrighted material and copyrights, whether registered or not, in any form;
2. All schematics, diagrams, designs, plans, manuals, training materials, or other descriptions or representations of any concept, system or process developed by or on behalf of ICMG, in any form;
3. All lists, databases, rolodexes and other information created, acquired or maintained in connection with the business of ICMG, including all data, including names, addresses, phone numbers, e-mail addresses, and demographic information, and any other information collected from individuals and households that have registered with or attempted to access any website owned or operated by or on behalf of ICMG ("registrants") and from customers, clients, prospects, leads, in any form, and any analysis or compilations or other product created or derived therefrom;
4. All "domain names," and any other rights to use a identifying address on the Internet or any computer network, all text, graphics and other information appearing on any website owned or operated by or on behalf of ICMG;
5. All market studies and business plans.

FROM JAFFE, RAITT  
FROM : ION

(TUE) 5. 5' 98 17:14/ST. 17:04/NO. 4860159925 P 21  
PHONE NO. : 7735931311 Apr. 28 1998 02:14PM P2

Exhibit 4.6

**DAVID FINK**  
ATTORNEY AND COUNSELOR AT LAW  
7519 APACHE PLUME  
HOUSTON, TX 77071

Telephone (713) 729-4991  
Fax (713) 729-4951

PLEASE USE:  
P.O. BOX 711063  
HOUSTON, TX 77271

ADMITTED IN  
CT AND NY ONLY

DIANE K. REIN, ESQ.

OF COUNSEL  
MARIS J. LISS  
ADMITTED IN NY AND NJ

April 14, 1998

Hillel Levin, President  
Interactive Coupon Marketing Group, Inc.  
8755 West Higgins Road, Suite 100  
Chicago, IL 60631-2708

Re: Response Reward Systems/Interactive Coupon Marketing Group, Inc.

Dear Mr. Levin:

I am writing to you on behalf of Response Reward Systems, Inc. in connection with U.S. Patent Nos. 5,128,752, 5,227,874 and 5,249,044. Enclosed are the cover sheets to these patents.

We have noted that your company is making coupons available to consumers on the Internet. I want to draw your attention to the aforementioned patents. You may be interested in licensing one or more of these patents for the activities you are engaged in. Catalina Marketing has already licensed these patents, another nationally recognized company in the coupon field has purchased an option to license and yet another nationally known company in the coupon field has agreed in principle to obtain a license.

FROM JAFFE, RAITT

(TUE) 5. 5 '98 17:14/ST. 17:04/NO. 4860159925 P 22  
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US05125752A

# United States Patent [19]

Von Kohorn

(11) Patent Number: 5,128,752

(45) Date of Patent: Jul. 7, 1992

[54] SYSTEM AND METHOD FOR GENERATING AND REDEMPTING TOKENS

[76] Inventor: Henry Von Kohorn, 945 Treasure La., Vero Beach, Fla. 32963

[21] Appl. No.: 604,787

[22] Filed: Oct. 25, 1990

[56] References Cited

### U.S. PATENT DOCUMENTS

- 4,910,872 3/1990 Off et al. 364/405
- 4,926,236 5/1990 Namba 455/2
- 4,949,256 8/1990 Humble 364/405
- 4,972,504 11/1990 Daniel, Jr. et al. 455/2

Primary Examiner—Curtis Kuntz  
Attorney, Agent, or Firm—Perman & Green

### [57] ABSTRACT

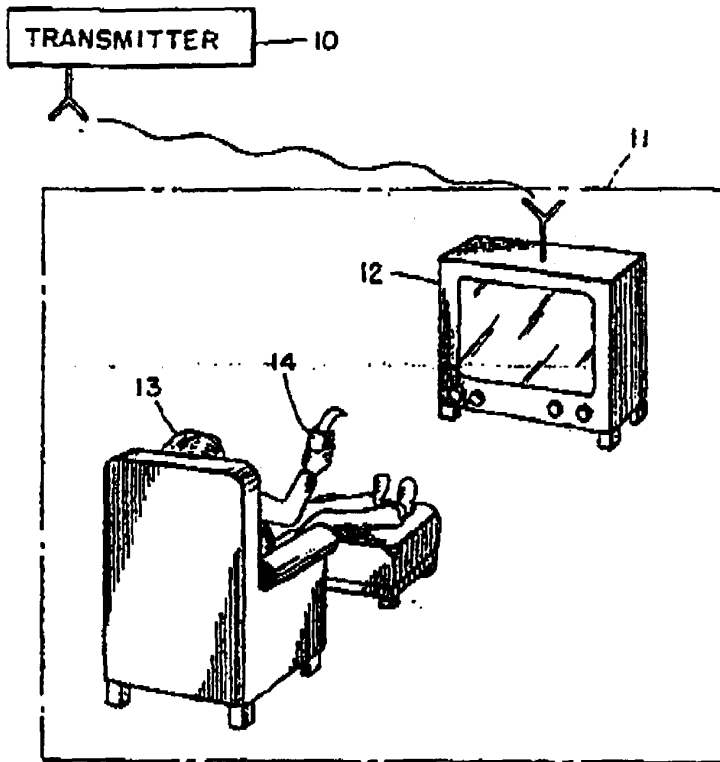
Tokens and coupons are generated in a television viewer's home by the viewer entering selected product information and authentication data transmitted to and displayed on the television into a home generating unit. The tokens and coupons can be presented to stores or redemption facilities for prizes and discounts on selected products. The matrix used to record the product information and verification data may also be provided with a code for use in giving additional prizes to purchasers whose code matches a predetermined code. The generating unit may also comprise a memory for storing information regarding the coupons generated by the unit for later review by marketing and manufacturing companies.

### Related U.S. Application Data

[63] Continuation-in-part of Ser. No. 424,089, Oct. 19, 1989, which is a continuation-in-part of Ser. No. 192,353, May 10, 1988, Pat. No. 4,926,255, and a continuation-in-part of Ser. No. 192,243, May 10, 1988, Pat. No. 4,878,592, which is a continuation-in-part of Ser. No. 837,827, Mar. 10, 1986, Pat. No. 4,745,468.

- [51] Int. Cl.<sup>3</sup> H04N 7/00
- [52] U.S. Cl. 358/84; 455/2; 364/405
- [58] Field of Search 455/2, 4; 358/84, 86; 364/405

40 Claims, 3 Drawing Sheets





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US003227874A

United States Patent [19]  
Von Kohorn

(11) Patent Number: 5,227,874  
(43) Date of Patent: Jul. 13, 1993

- [34] METHOD FOR MEASURING THE EFFECTIVENESS OF STIMULI ON DECISIONS OF SHOPPERS
- [76] Inventor: Henry Von Kohorn, 945 Treasure La., Vero Beach, Fla. 32963
- [21] Appl. No.: 776,140
- [22] Filed: Oct. 13, 1991

Attorney: Agent of Firm—Perman & Green

(57) ABSTRACT

Methods for the evaluation of stimuli such as broadcast commercials intended to promote purchases by shoppers are disclosed. The methods quantify the effectiveness of controlled variables of stimuli and of inducements associated therewith. The immediate impact and degree of erosion of the impact of stimuli on families and on individual household members are measured. Inducements can take the form of printouts, such as monetary coupons, dispensed in homes of broadcast audience members who have responded to a task. The system and method for evaluating responses to broadcast or telephone programs, such as television programs, includes an instructional signal, such as a signal modulated onto a signal transmitted concurrently with the television program, or time-multiplexed therewith. At each of a plurality of remote receiving stations, one or more members of an audience has the opportunity to respond to a situation presented in the program by entering a response or a selection on a keyboard. The system includes at each remote receiving station a memory responsive to the instructional signal for storing acceptable responses and a comparison circuit for comparing responses entered at the keyboard with those stored in the memory. Also provided is electronic circuitry for scoring the responses in accordance with commands from the instructional signal, and a recording device for providing a permanent record. A prize-winning respondent can select a product from a listing and apply the value of a prize to the purchase price of the selected product.

Related U.S. Application Data

- [63] Continuation-in-part of Ser. No. 763,672, Sep. 19, 1991, and a continuation-in-part of Ser. No. 664,787, Oct. 23, 1990, Pat. No. 5,123,752, and a continuation-in-part of Ser. No. 663,882, Oct. 23, 1990, Pat. No. 5,057,913, and a continuation-in-part of Ser. No. 424,089, Oct. 19, 1989, Pat. No. 5,034,807, and a continuation-in-part of Ser. No. 192,355, May 10, 1988, Pat. No. 4,396,255, and a continuation-in-part of Ser. No. 192,245, May 10, 1988, Pat. No. 4,876,592, and a continuation-in-part of Ser. No. 837,827, Mar. 10, 1984, Pat. No. 4,745,468.

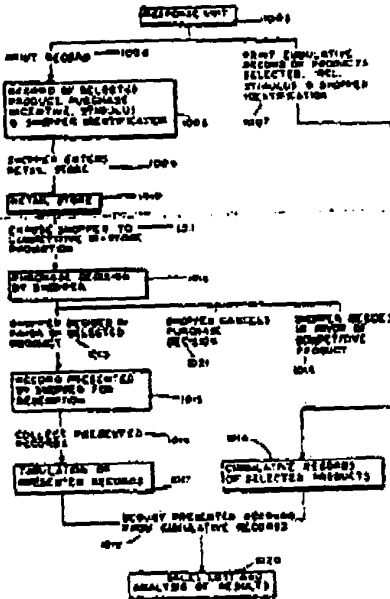
- [51] Int. Cl.<sup>3</sup> ..... H04N 7/00
- [52] U.S. Cl. .... 358/84; 455/2; 455/4.2; 364/402
- [58] Field of Search ..... 358/84, 86; 455/2, 4.1, 455/4.2, 5.1; 364/401, 402, 405

(56) References Cited  
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- 4,923,212 2/1988 Minorum et al. .... 364/401
- 4,908,761 3/1990 Tai ..... 364/402
- 5,128,520 9/1992 Rando et al. .... 364/401
- 5,128,752 7/1992 Von Kohorn ..... 364/405

Primary Examiner—Reinhard J. Eisenkopf  
Assistant Examiner—Edward Urban

29 Claims, 24 Drawing Sheets



FROM JAFFE, RAITT

(TUE) 5. 5 '98 17:15/ST. 17:04/NO. 4860159925 P 24

APR. 28 1998 02:16PM PE

US00052490AAA

**United States Patent** (19)

Von Kohorn

(11) Patent Number: **5,249,044**

(45) Date of Patent: **Sep. 28, 1993**

- [54] **PRODUCT INFORMATION STORAGE, DISPLAY, AND COUPON DISPENSING SYSTEM**
- [76] **Inventor:** Henry Von Kohorn, 945 Treasure La., Vero Beach, Fla. 32963
- [\*] **Notice:** The portion of the term of this patent subsequent to Jul. 7, 2009 has been disclaimed.
- [21] **Appl. No.:** 878,642
- [22] **Filed:** May 3, 1992
- [31] **Int. Cl.:** H04N 1/00
- [32] **U.S. Cl.:** 358/86; 455/4.2; 455/6.3; 364/401; 358/55
- [58] **Field of Search:** 358/84, 86, 83; 455/2, 455/4.1, 4.2, 6.3; 45, 66, 158.5, 186.1, 186.2; 364/401, 485, 401

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4,910,672	3/1990	Ott et al.	364/405
4,926,255	5/1990	Von Kohorn	358/84
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5,128,752	7/1992	Von Kohorn	455/2

[56] **References Cited**  
**U.S. PATENT DOCUMENTS**

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4,329,684	5/1982	Monteath et al.	364/417
4,339,798	7/1982	Heuges et al.	364/417
4,377,870	3/1983	Anderson et al.	455/2
4,386,098	6/1983	Greene et al.	600/578
4,561,806	9/1983	Zimmerman et al.	434/258
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4,572,546	6/1986	Fuscenda et al.	273/1 E
4,593,914	6/1986	Craves	273/1 E
4,618,401	8/1986	Shreeb et al.	358/146

**FOREIGN PATENT DOCUMENTS**

1172847	2/1984	Canada
1287304	3/1972	United Kingdom
2120507A	11/1983	United Kingdom

**OTHER PUBLICATIONS**

Sync (catalog) pp. 2 and 3. Advertisement Titled "Now You Can Beat The Contestants on TV's Most Popular Game Show", 1988.  
Rand Report No R-88-MF, Bacr. Nov. 1971.

**Primary Examiner**—Reinhard J. Eitzenopf  
**Assistant Examiner**—Edward Urban  
**Attorney Agent of Firm**—Petman & Green

[57] **ABSTRACT**

A system for generating product coupons at remote locations. The system includes an apparatus for receiving and storing product information signals broadcast from a central location. The apparatus is connected to a television at the remote location and has a coupon generating unit. The coupon generating unit can generate a product coupon having selectively entered product information thereon. The system further comprises a switch such that stored product information signals can be displayed on the television.

31 Claims, 3 Drawing Sheets

FROM JAFFE, RAITT

(TUE) 5. 5' 98 17:15/ST. 17:04/NO. 4860159925 P 25

Exhibit 4.7

**PUBLIC FILINGS**

The following data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

\*\*\* UCC FILING(S) \*\*\*

COLLATERAL: Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS

\*\* FILING NO: 003770399 ✓ DATE FILED: 12/04/1997  
 TYPE: Original LATEST INFO RECEIVED: 12/31/1997  
 SEC. PARTY: MIDWEST GUARANTY BANK, TROY, MI FILED WITH: SECRETARY OF  
 DEBTOR: INTERACTIVE COUPON MARKETING STATE/UCC DIVISION,  
 GROUP INC IL  
 and OTHERS

COLLATERAL: Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS

\*\* FILING NO: 0303769 ✓ DATE FILED: 11/12/1997  
 TYPE: Original LATEST INFO RECEIVED: 01/05/1998  
 SEC. PARTY: MIDWEST GUARANTY BANK, TROY, MI FILED WITH: SECRETARY OF  
 DEBTOR: INTERACTIVE COUPON NETWORK STATE/UCC DIVISION,  
 and OTHERS MI

COLLATERAL: Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS

\*\* FILING NO: 003696959 ✓ DATE FILED: 06/03/1997  
 TYPE: Original LATEST INFO RECEIVED: 07/22/1997  
 SEC. PARTY: MIDWEST GUARANTY BANK, TROY, MI FILED WITH: SECRETARY OF  
 DEBTOR: INTERACTIVE COUPON MARKETING STATE/UCC DIVISION,  
 GROUP INC IL  
 and OTHERS

COLLATERAL: Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS

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FROM JAFFE, RAITT

(TUE) 5. 5' 98 17:15/ST. 17:04/NO. 4860159925 P 26

**PUBLIC FILINGS (continued)**

SEC. PARTY: MIDWEST GUARANTY BANK, TROY, MI	ORIG. FILING NO: D154523
DEBTOR: INTERACTIVE COUPON NETWORK, INC.	FILED WITH: SECRETARY OF STATE/UCC DIVISION, MI

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

\*\* To be paid off with the proceeds of this Loan.

**EXHIBIT 4.7 cont'd**

File #3808618. File Date: 2/27/98  
Debtor: Interactive Coupon Marketing Group, Inc.  
Creditor: Midwest Guaranty Bank

File #D235547. File Date: 5/21/97  
Debtor: Interactive Coupon Marketing Group, Inc.  
Creditor: Midwest Guaranty Bank

File #D207075. File Date: 8/10/97  
Debtor: Interactive Coupon Marketing Group, Inc.  
Creditor: Midwest Guaranty Bank

File #D340132. File Date: 2/19/98  
Debtor: Interactive Coupon Marketing Group, Inc.  
Creditor: Midwest Guaranty Bank

File #D224569 File Date: 4/23/97  
Debtor: Interactive Coupon Marketing Group, Inc.  
Creditor: Midwest Guaranty Bank

File #D154523 File Date: 10/28/96  
Debtor: Interactive Coupon Marketing Group, Inc.  
Creditor: Midwest Guaranty Bank

0557060.01

FROM JAFFE, RAITT

(TUE) 5. 5' 98 17:16/ST. 17:04/NO. 4860159925 P 28

**EXHIBIT 5.9**

Borrower shall be entitled to complete the sale of shares in itself pursuant to the Offering which is currently outstanding, which may result in Borrower receiving approximately \$800,000 on or before May 15, 1998.

0556629.01