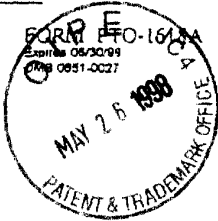


MRD 7-23-98

WCK

06-03-1998



100726976

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

RE MRD 5-26-98

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date Month Day Year

Name Online Interactive, Inc.

6 30 '97

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Washington

Receiving Party

Mark if additional names of receiving parties attached

Name FreeShop International, Inc.

DBA/KATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 95 South Jackson St., # 300 Seattle, WA 98104

Address (line 2) \_\_\_\_\_

Address (line 3) Seattle WA 98104

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Washington

FOR OFFICE USE ONLY

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 (0451-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0451-0027, Patent and Trademark Assignment Practice. 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

06/01/1998 JSH/RAZZ 00000006 2102641

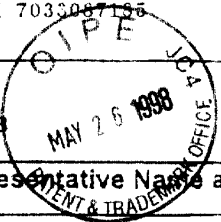
01 FC:481

40.00 CP

FORM PTO-1618B  
Expires 08/00/99  
DWS 051-027

Page 2

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Julia E. Harmatz

Address (line 1) FreeShop International, Inc.

Address (line 2) 95 South Jackson St., Ste. 300 Seattle, WA 98104

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.

# 10

**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)

|       |       |       |                  |       |       |
|-------|-------|-------|------------------|-------|-------|
| _____ | _____ | _____ | <u>2,102,641</u> | _____ | _____ |
| _____ | _____ | _____ | _____            | _____ | _____ |
| _____ | _____ | _____ | _____            | _____ | _____ |

**Number of Properties**

Enter the total number of properties involved.

# 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

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.

Julia E. Harmatz

Name of Person Signing

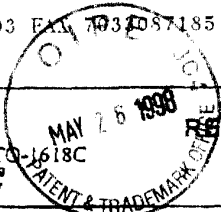
Signature

2/12/98

Date Signed

TRADEMARK

REEL: 1734 FRAME: 0541



FORM PTO-1618C  
Expires 06/30/99  
OMB 3651-0027

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name Online Interactive, Inc.

6-30-'97

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship State of Incorporation/Organization \_\_\_\_\_

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name FreeShop International, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 95 South Jackson Street, Ste. 300

Address (line 2) \_\_\_\_\_

Address (line 3) Seattle WA 98104  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Washington

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 the Assignment.)

**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)**

|  |  |  |                  |  |  |
|--|--|--|------------------|--|--|
|  |  |  | <u>2,102,641</u> |  |  |
|  |  |  |                  |  |  |
|  |  |  |                  |  |  |
|  |  |  |                  |  |  |
|  |  |  |                  |  |  |
|  |  |  |                  |  |  |
|  |  |  |                  |  |  |
|  |  |  |                  |  |  |
|  |  |  |                  |  |  |

| Serial Number   | Description           |
|-----------------|-----------------------|
| A51148065       | Brother Fax Machine   |
|                 | Dell Monitor          |
| 8298536         | Dell Monitor          |
| 80827S16Z478    | Dell Monitor          |
| 90827S0L6478    | Dell Monitor          |
| 7002651         | Dell Monitor 17"      |
| 7002850         | Dell Monitor 17"      |
| 94061C35CN37    | Dell Monitor          |
| 90627G0MID828   | Dell Monitor          |
| 90627S074M18    | Dell Monitor          |
| 7038380         | Dell Monitor 17"      |
| 010097MVSU13125 | Supersack II Hub 10BT |
| 7078810         | Dell Monitor          |

| Serial Number | Description  |
|---------------|--|
|               | Exhibition booth   |
|               | Quark Xpress V3.32 Single  |
|               | Conference table   |
| 5802757UN     | NEC Powermate Pentium 75   |
| 6XG2T         | Dell XPS P133s minitower   |
| 35776146      | Magnavox 15" Monitor   |
| MA3344017372  | Mag Innovision 15" Monitor                                       |
| 40120874      | Magnavox CM4015 15" Monitor                                      |
| 5924385UN     | NEC Powermate Pentium 75   |
| MA3344016504  | Mag Innovision 15" Monitor                                       |
| 5723468UN     | NEC Powermate Pentium 75   |
| 6XG2X         | Dell XPS P133s minitower   |
| 12683114      | Tooshiba 200CDS w/ PCMCIA network card, 28.8 modem, \$3288) main |
|               | Bear 486 with Monitor  |
| 6070Q         | Dell 133 system  |
| 65666         | Dell 133 system  |
| 6XG2W         | Dell XPS P133s minitower   |
| MA3344012303  | Mag Innovision 15" Monitor                                       |
| 6T1TR         | Dell XPS P133s minitower   |
| 117181        | Scanjet IICX Flatbed 16000DPI                                    |
| NOV851740XY   | Proteva P75 w/28800 modem  |
| 6WTDC         | Dell XPS P133s minitower   |
| MA3344023675  | Mag Innovision 15" Monitor                                       |
| 3130489       | Minolta CS Pro 3050 Copier                                       |
| E82718590     | Kenmore refrigerator   |
| S5706341UN    | NEC Powermate Pentium 75   |
| 5R24368UN     | NEC Powermate Pentium 75   |
| SX06254UN     | NEC Powermate Pentium 75   |
| 115APM019734  | AST Pentium 75   |
| 5802569UN     | NEC Powermate Pentium 75   |
| 5802761UN     | NEC Powermate Pentium 75   |

| Serial Number   | Description                                       |
|-----------------|---|
| 6S8GD           | Dell 133C/XPS minitower                           |
| 71KPW           | Dell dimension XPS P133s mini tower               |
| 71KPL           | Dell dimension XPS P133s mini tower               |
| 11654376        | Toshiba 205CDS P100 laptop                        |
| 11668046        | Toshiba 205CDS P100 laptop                        |
| USB8027059      | HP Laserjet 6MP                                   |
| 11667980        | Toshiba 205CDS P100 laptop                        |
| 10661843-3      | Toshiba 420 CDT pent 100 notebook                 |
| FE99626W        | Proteva P75 w/28800 modem                         |
| 80MOT           | Dell Dimension Pentium Pro 200                    |
| n/a             | Enhanced port replicator                          |
| 8Q3KW           | 2 10 user upgrades to ACT 3.0                     |
| 8Q3L1           | Dell Dimension Pentium Pro 200                    |
| 8P5HX           | Dell Dimension Pentium Pro 200                    |
| 010117NSV095871 | Dell Dimension Pentium Pro 200                    |
| 991VK           | Superstack II Hub 10BT                            |
|                 | Smart UPS 2200RMINET                              |
|                 | Dell Poweredge 8100                               |
|                 | Hard drives                                       |
|                 | 4 to 1 CPU sharing device                         |
| 5LBFK           | Dell dimension's P133C/XPS                        |
| WT3580128736    | 3.16 GB 12ms Cavalier HD                          |
| MA3344018517    | Mag Innovation 15" Monitor                        |
|                 | Sysquest 5200 drive                               |
| 90627P1F5H16    | Dell computers (Poweredge 2100, 3 Dimension P233) |
| 90627G0MDF28    | Dell Monitor                                      |
| 90627T0NQX26    | Dell Monitor                                      |
| 90627G0MD226    | Dell Monitor                                      |
| 90627606UJ26    | Dell Monitor                                      |
| 906270NQY26     | Dell Monitor                                      |

## ASSIGNMENT, CONVEYANCE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Online Interactive, Inc. ("OLI"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to that certain Stock Subscription Agreement dated June 30, 1997, does hereby grant, bargain, sell, convey, transfer, assign, and deliver to FreeShop International, Inc. ("FreeShop"), its successors and assigns, to and for their own use and benefit forever, its entire right, title and interest to the assets described in Exhibit A attached hereto and made a part hereof (the "Assets").

OLI warrants that it is the lawful owner in every respect of the Assets and that all of such Assets are being transferred and conveyed free and clear of any and all liens, mortgages, pledges, charges, encumbrances, claims or demands of every kind and character whatsoever, except with respect to any obligations and liabilities expressly assumed hereunder. EXCEPT FOR THE FOREGOING WARRANTY OF TITLE, NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, ARE MADE BY OLI OR MAY BE RELIED UPON BY FREESHOP WITH RESPECT TO THE ASSETS, INCLUDING WITHOUT LIMITATION, (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) ANY IMPLIED OR EXPRESS WARRANTY REGARDING DEFECTS, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO THE ASSETS.

OLI hereby binds itself, and its successors and assigns, to warrant and defend the title to the Assets unto FreeShop, and its successors and assigns, forever against every person whomsoever lawfully claiming or to claim the same or any part thereof.

FreeShop hereby agrees to assume those certain obligations and liabilities of OLI as specifically set forth on Exhibit B attached hereto and made a part hereof (the "Assumed Liabilities"). It is expressly understood that FreeShop shall in no event assume or be liable for any obligations or liabilities of OLI of any kind or nature other than those specifically assumed by FreeShop under this paragraph.

OLI hereby irrevocably constitutes and appoints FreeShop, its successors and assigns, and each of them, the due and lawful attorney of OLI with full power of substitution and gives and grants unto FreeShop, its successors and assigns, and each of them, full power and authority in the name of and on behalf of OLI, its successors and assigns, at any time, and from time to time, to demand, sue for, recover, receive, compound, acquit, release, discharge, pay or remit any and all rights, demands, monies, claims, choses in action, liabilities or obligations of every kind and description whatsoever arising out of, incident to, or in connection with the Assets.

OLI for itself, and its successors and assigns, further covenants and agrees that OLI, its successors and assigns, shall do or cause to be done all such further acts and shall execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, any and all such further deeds, assignments, transfers and conveyances, powers of attorney and assurances as FreeShop, its successors or assigns, may reasonably require (i) for the better assuring, assigning, transferring and conveying unto FreeShop, its successors and assigns, all and singular, the Assets; (ii) to protect the right, title and interest of FreeShop, its successors and assigns, in and to and its and their enjoyment of and obligation for, all and singular, the Assets and Assumed

Liabilities; and (iii) as may be appropriate otherwise to carry out the transactions contemplated hereby.

This instrument shall be binding upon and inure to the benefit of OLI and FreeShop and their respective heirs, legal representatives, successors and assigns.

This Assignment, Conveyance and Bill of Sale is effective as to the transfer of the Assets and assumption of the Assumed Liabilities as of 11:59 a.m., P.D.T., on June 30, 1997.

This Assignment, Conveyance and Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Washington, without regard to its principles of conflict of laws.

IN WITNESS WHEREOF, this Assignment, Conveyance and Bill of Sale is executed to be effective the 30th day of June, 1997.

OLI: ONLINE INTERACTIVE, INC.

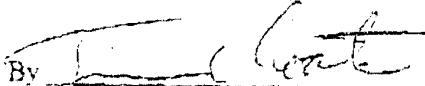
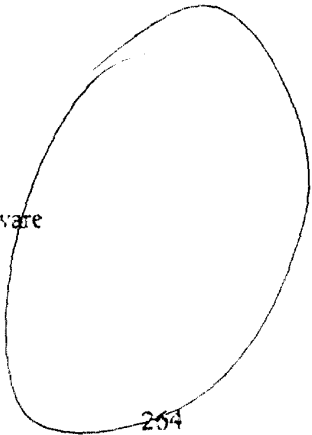
By   
Timothy C. Choate, Chairman



EXHIBIT A

ASSETS

|   |           |
|---|-----------|
| Cash  | \$265,863 |
| Accounts receivable (net)                                   | 204,758   |
| Prepaid expenses:   |           |
| Minolta service contract                                    | 1,363     |
| Microsoft Developer's Network                               | 1,859     |
| Sales agent draws:  |           |
| Marie Valantine 3/97 - 6/97                                 | 16,668    |
| Jeff Oster 3/97 - 6/97                                      | 12,000    |
| Furniture, Fixtures and Equipment<br>(See next three pages) |           |
| Intangible assets:  |           |
| Logo  |           |
| Customer list   |           |
| Internally developed operational software                   |           |
| Applied for service mark                                    |           |
| Trade name  |           |
| Goodwill  |           |
| Know how  |           |
| Deposit on Alpine #2 Minolta copier lease                   | 264       |



**EXHIBIT B**

**ASSUMED LIABILITIES**

|   |          |
|---|----------|
| Accounts payable                        | \$54,265 |
| Accrued vacation                        | 11,804   |
| Other accrued liabilities               | 84,547   |
| Unearned revenues                       | 1,900    |
| Capital Lease Apline #2: Minolta Copier |          |