

05-21-1999



To the Honorable Commissioner of Patents and Trademarks

101042290

copies or copy thereof.

1. Name of conveying party(ies):

Catalina Marketing

- Individual(s)
- General Partnership
- Corporation-Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

5-17-99

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: April 5, 1999

2. Name and address of receiving party(ies):

Name: Supermarkets Online, Inc.

Address: 500 West Putnam Avenue
Greenwich, Connecticut 06830

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See Attachment 1

B. Trademark registration No.(s)
See Attachment 2

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Roberta S. Bren
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
Fourth Floor
1755 Jefferson Davis Highway
Arlington, Virginia 22202

OSMMN Ref: 7791/0019/35SD

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): \$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 15-0030
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

265E

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.

Roberta S. Bren

Name of Person Signing

Roberta S. Bren

Signature

May 17, 1999

Date

35/19/1999 NTHA11 00000156 75305905

Total number of pages including cover sheet, attachments, and document: 10

31 FC:481 10.00 OP
32 FC:482 225.00 OP

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

ATTACHMENT 1

U.S. Applications

<u>Mark</u>	<u>Serial No.</u>
PERSONAL PAGE	75/305,905
VALUPAGE	75/365,373
WEB BUCKS (SM)	75/383,778
WEB BUCKS (TM)	75/591,519
VALUPAGE-MAIL	75/583,577
VALUBANNER	75/574,286

ATTACHMENT 2

U.S. Registrations

<u>Mark</u>	<u>Registration No.</u>
Supermarkets@Home (Design)	2,110,305
SUPERMARKETS ONLINE	2,113,153
SUPERMARKETS ONLINE & Design	2,131,752
SUPERMARKETS ONLINE & Design	2,131,754

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 5th day of April 1999, by and between Catalina Marketing International, Inc. a Delaware corporation having offices at 11300 9th Street North, St. Petersburg, FL 33716 ("ASSIGNOR") and SuperMarkets Online, Inc., a Delaware corporation, having offices at 500 West Putnam Avenue, Greenwich, Connecticut 06830 ("ASSIGNEE");

WHEREAS, ASSIGNOR is the sole and exclusive owner of the entire right, title and interest in, to and under the trademark registrations and applications listed in Appendix A attached hereto including any common law trademark rights therefor (the "Marks"); and

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE all right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, for the United States, including any renewals or extensions thereof that are or may be secured under the laws of the United States now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR if this Assignment had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

ASSIGNOR authorizes and requests the United States Commissioner of Patents and Trademarks, to record ASSIGNEE as ASSIGNEE of the entire right, title and interest in and to the Marks for the sole use and enjoyment of ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR shall provide to ASSIGNEE, its successors, assigns or other legal representatives, cooperation and assistance at ASSIGNEE's request and expense (including but not limited to the execution and delivery of any and all affidavits,

declarations, oaths, samples, exhibits, specimens and other documentation) as may be reasonably required: (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceeding that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts that relate to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark protection for the Marks that ASSIGNEE reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (iv) in the implementation or perfection of this Assignment.

ASSIGNOR represents and warrants to ASSIGNEE that: (i) actions taken by ASSIGNOR with respect to the filing and prosecution of applications for Marks within the United States , and applications for and maintenance of registrations within the United States with respect to the Marks, have been taken without gross negligence, bad faith or willful misconduct by ASSIGNOR, and (ii) there are no liens or other encumbrances or security interests outstanding against these applications for Marks.

This Assignment is deemed to be executed and delivered within the State of New York, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of New York without regard to its internal conflicts of law principles.

IN TESTIMONY WHEREOF, the undersigned has signed or has caused this Assignment to be signed and executed by an officer thereunto duly authorized this 5th day of April 1999.

Catalina Marketing International, Inc.

By: [Signature]
Name: David Diamond
Title: VP

STATE OF NY)
) ss.:
COUNTY OF NYC)

On 4/5/99 before me, Mauricio Mena, a Notary Public in and for said State, personally appeared David Diamond, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC

MAURICIO MENA
NOTARY PUBLIC, State of New York
No. 01ME6004609
Qualified in New York County
Commission Expires March 23, 2000

SuperMarkets Online, Inc.

By: David A. Kocher

Name: David Kocher

Title: PRESIDENT

STATE OF New York)

COUNTY OF New York)

ss.:

On 4/5/99 before me, Yoo Son S. Lee, a Notary Public in and for said State, personally appeared David Kocher, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

YOOSON S. LEE
Notary Public, State of New York
No. 01LE5045159
Qualified in Queens County
Commission Expires July 3, 1999

Yoo Son S. Lee
SIGNATURE OF NOTARY PUBLIC