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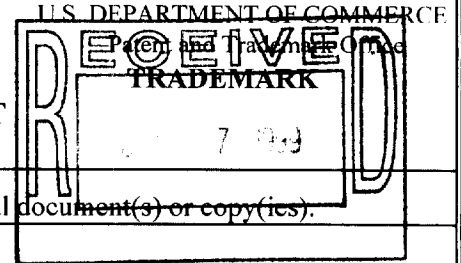
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

07-15-1999



101091516

R SHEET



Our Ref.: 40198-0000

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
June 30, 1999
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name SignatureCard, Inc.

Execution Date
Month Day Year
June 30, 1999

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Transmedia Network Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 11900 Biscayne Boulevard

Address (line 2) North Miami, Florida 33181

Address (line 3) _____

- 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 _____

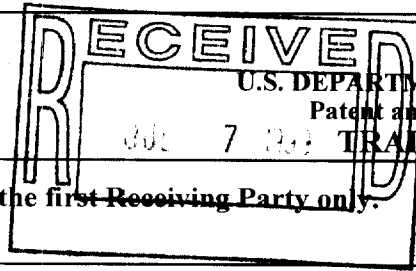
Citizenship/State of Incorporation/Organization Delaware

07/14/1999 MTHAI1 00000194 1973899

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231



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 (212) 309-6988

Name Kerry A. Krzynowek, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 101 Park Avenue

Address (line 3) New York, NY 10178

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

5

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

Mark if additional numbers are 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)

1,973,899
2,077,516
2,121,147

Number of Properties Enter the total number of properties involved. 3

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 90.00

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: 13-4520

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.

Kerry A. Krzynowek
Name of Person Signing

Kerry A. Krzynowek/OKB July 7, 1999
Signature Date Signed

TRADEMARK ASSIGNMENT

This Assignment is made on this 30th day of June, 1999, by SignatureCard, Inc., an Indiana corporation ("Assignor") and Transmedia Network Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of March 17, 1999, as the same may be amended from time to time (the "Purchase Agreement"), by and between Assignor and Assignee, Assignee has agreed to purchase from Assignor certain assets of the Business, as such term is defined in the Purchase Agreement;

WHEREAS, Assignor owns all right, title and interest in and to the service marks used in connection with the Business listed on the attached Schedule A (collectively "the Marks"), the pending applications for federal and foreign registration and federal and foreign registrations therefor, and the goodwill developed through the use of the Marks; and

WHEREAS, the Assignee is desirous of acquiring all right, title, and interest in and to the Marks, any pending applications for federal and foreign registration and federal and foreign registrations therefor, and the goodwill developed through the use of the Marks and is entitled to assignment and transfer of the foregoing.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title, and interest in and to the Marks, any pending applications for federal and foreign registration and federal and foreign registrations therefor, and the goodwill of the business symbolized by the Marks. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by Assignee.

2. Assignor further agrees to execute upon request of Assignee such additional documents, if any, as are necessary and proper in order to more effectively carry out the intent and purpose of this Trademark Assignment and to establish and protect rights and remedies created or intended to be created in favor of Assignee under this Trademark Assignment.

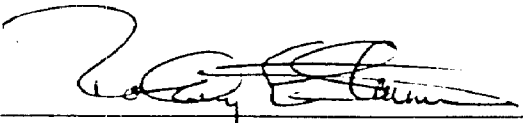
3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in the countries within which Assignor has trademark registrations or a pending trademark application as identified in Schedule A, to issue and to record the title of Assignee as owner of all right, title and interest in and to such trademark registrations and applications for registration.

[Signature Page to Follow]

IN WITNESS WHEREOF, SIGNATURECARD, INC., the Assignor, has duly

executed and delivered this Trademark Assignment on this 30th day of June, 1999.

SIGNATURECARD, INC.

By:  :


Name: Rodney E. Starmer
Title: Senior Vice President

[Signature Page to Trademark Assignment]

ACKNOWLEDGMENT

TRANSMEDIA NETWORK INC., the Assignee, hereby acknowledges receipt of assignment -- for good and valuable consideration -- of the Marks.

TRANSMEDIA NETWORK INC.

By: 

Name: GENE M HENDERSON
Title: PRES & CEO

SCHEDULE A

SignatureCard, Inc. Marks

REGISTRATIONS

MARK	COUNTRY	REG. NO. & REG. DATE	GOODS/SERVICES
DINING A LA CARD	United States	1,973,899 May 14, 1996	Promoting the services of others through dining discounts and rebates, and restaurant referral services, in Class 35. Dining club services, in Class 42.
DINING A LA CARD	Canada	TMA502,825 October 26, 1998	Promoting the services of others through dining discounts and rebates and restaurant referral services, and dining club services.
EARN MILES FOR YOUR MEALS	United States	2,121,147 December 16, 1997	Promoting frequent flyer programs of others through participation in a dining club, in Class 35.
TRANSFORMS YOUR CREDIT CARDS INTO MONEY MAKERS	United States	2,077,516 July 8, 1997	Dining club services, in Class 42.

APPLICATIONS

MARK	COUNTRY	SERIAL NO. & FILING DATE	GOODS/SERVICES
DINING A LA CARD	Brazil	819,874,400 April 4, 1997	n/a

1-NK 945757-1