

07-15-1999

SHEET

U.S. Department of Commerce
Patent and Trademark Office

mld
7-9-99
Tab settings



NLY

101092029

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying Party(ies):
Design Publications, Inc.

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State Minnesota
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 16, 1999

2. Name and address of receiving Party(ies)
Name: The Plumtree Group, Ltd.
Internal Address: Craryville, New York
Street Address: 77 Craryville Road
City: Craryville State: NY ZIP: 12521

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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)

B. Trademark Registration No's
(1,911,700)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Barbara L. Friedman, Esq.
Internal Address: Bryan Cave LLP
245 Park Avenue
New York, NY 10167-0034

Street Address:
245 Park Avenue

City: New York State: NY ZIP: 10167-0034

6. Total Number of applications and registrations involved:..... 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

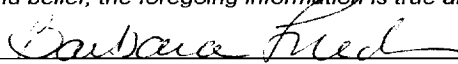
Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number:
02-4467 - To be charged in the event of any deficiency in the fee presented herewith

(Attach) duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. State 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.

Barbara L. Friedman  July 2, 1999
Name of Person Signing Signature Date

Total number of pages including this cover sheet and any attachments: 3

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

~~07/14/1999 DNGUYEN - 00000382 - 1911700~~

01 FC:481 40.00 OP

Do not detach this portion

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.

ASSIGNMENT OF TRADEMARK

WHEREAS, By Design Publications, Inc. a Minnesota corporation, having its principal place of business at 10201 Wayzata Boulevard, Suite 150, Minnetonka, Minnesota 55343 ("Assignor") is the owner of all right, title, and interest in, and has used the trademark SHOPPERTUNITY (the "Trademark"), registered in the United States Patent and Trademark Office, Registration No. 1,911,700, and represents and warrants that it is not aware of any claims asserted against the Trademark, and is not aware of any basis for such claims; and

WHEREAS, The Plumtree Group. Ltd. a New York corporation, having its principal place of business at 77 Craryville Road, Craryville York, New York 12521 ("Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the Trademark and the registration therefor, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Trademark and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request and expense of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Trademark in the Assignee, to assist in the prosecution or defense of any claims asserted by or against Assignee with regard to the Trademark, and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor agrees to execute and deliver at the request and expense of the Assignee, all papers, and instruments, and to perform any other reasonable acts the Assignee may require in order for Assignee to acquire domain names which contain the term SHOPPERTUNITY or other substantially similar terms, and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

BY DESIGN PUBLICATIONS, INC.

By: *Josephine A. Daley*
President

Dated: June 16, 1999