

02-25-2000

Form PTO-1594
(Rev. 6-93)

NRD 2-22-00



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101275591

ached original documents or copy thereof.

1. Name of conveying party(ies):
Coinstar, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: **Delaware Corporation**
 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: **February 10, 2000**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/618,225

2. Name and address of receiving party(ies):
 Name: **Meals.com, Inc.**
 Internal Address: _____
 Street Address: **1800 114th Avenue S.E.**
 City: **Bellevue** State: **WA** ZIP: **98004**

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

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Heidi L. Sachs**
 Internal Address: **Perkins Coie LLP**

Street Address: **1201 Third Avenue, Suite 4800**

City: **Seattle** State: **WA** ZIP: **98101**

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
 Charge any additional fees/credit any overpayment to
 Deposit Account No. 50-0665

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

9. 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.

Heidi L. Sachs **February 17, 2000**

Name of Person Signing Signature Date

02/24/2000 DNGUYEN 00000277 75618225

Total number of pages comprising cover sheet, attachments and document: 25

01 FC:481 40.00 DP

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.

ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement, dated as of February 10, 2000, is made and entered into by and between Coinstar, Inc., a Delaware corporation ("Coinstar"), and Meals.com, Inc., a Delaware corporation ("Meals.com"). Coinstar and Meals.com are sometimes referred to collectively as the "Parties" and individually as a "Party." The Parties agree as follows:

Section 1. Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms will have the following specified meanings:

"Affiliate" means, with respect to a Party, any Person that, directly or indirectly, Controls, or is Controlled by, or is under common Control with, such Party.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by contract or through the ownership of voting securities, including, without limitation, the ownership of more than fifty percent (50%) of the equity, partnership or similar interest in such Person

"Excluded Assets" means (a) the rights under that certain patent application SN 60/154, 120 "System for Voucher or Token Verification," (b) the intellectual property rights licensed by Coinstar to Meals.com under Section 3 of the License Agreement and (c) any other intellectual property right or other asset of Coinstar not itemized on Exhibit A.

"License Agreement" means the License Agreement to be entered into by the Parties contemporaneously with this Agreement in the form attached as Exhibit B.

"Person" means any individual, corporation, partnership, limited liability company, trust, association, organization, governmental authority or other entity.

"Transferred Assets" means the patent applications, trademarks, software, domain names, equipment, hardware, drawings, designs and other assets of Coinstar that relate to Coinstar's Electronic Service Business Unit that are described on the attached Exhibit A.

Section 2. Transfer of Assets

2.1 Transfer

Subject to the license rights reserved by Coinstar, and confirmed by Meals.com in favor of Coinstar in the License Agreement, and subject to the terms and conditions of this Agreement, Coinstar hereby assigns and transfers to Meals.com, and Meals.com hereby acquires and accepts from Coinstar, the Transferred Assets.

2.2 Reservation of Excluded Assets

Notwithstanding anything herein that could be construed to the contrary, Coinstar does not transfer to Meals.com any right, title or interest in the Excluded Assets.

2.3 Assumption of Liabilities

Subject to the terms and conditions of this Agreement, Meals.com hereby agrees to assume all liabilities relating to the Transferred Assets arising after the date of this Agreement. Without limitation,

Meals.com will use commercially reasonable efforts to secure, perfect, maintain and protect the Transferred Assets.

2.4 Condition

The obligation of Coinstar to transfer the Transferred Assets to Meals.com under this Agreement is subject to Coinstar and Meals.com entering into the License Agreement contemporaneously with this Agreement.

2.5 Further Assurances

Coinstar will take such other action (including, without limitation, the execution of documents) that Meals.com may request from time to time to effect, perfect or evidence the assignment and transfer described in this Agreement.

Section 3. Representations and Warranties

3.1 By Coinstar

Coinstar represents and warrants to Meals.com that Coinstar has the full power and authority to execute, deliver and perform this Agreement.

3.2 By Meals.com

Meals.com represents and warrants to Coinstar that: (a) Meals.com has the full power and authority to execute, deliver and perform this Agreement; and (b) Meals.com has obtained any and all approvals, consents and other actions required for Meals.com to execute, deliver and perform this Agreement.

3.3 Disclaimer

The Transferred Assets are transferred to Meals.com "AS IS," "WHERE IS" and "WITH ALL FAULTS AND DEFECTS." COINSTAR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE TRANSFERRED ASSETS (INCLUDING, BUT NOT LIMITED TO, ANY: IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; AND IMPLIED WARRANTY OF NONINFRINGEMENT).

3.4 Limitation on Liability

Except to the extent provided in Section 4 or arising out of a Party's infringement or violation of any other Party's patents, copyrights or trade secrets, no Party shall be liable to any other Party or such other Party's Affiliates, whether arising out of contract, tort (including negligence), strict liability or otherwise, for any indirect, incidental, special or consequential damages, including loss of revenue, cost of capital or loss of business reputation or opportunity, arising out of or relating to this Agreement or any intellectual property rights or transferred hereunder, even if such Party has been advised of the possibility of such damages.

Section 4. Indemnification

4.1 By Coinstar

Coinstar will defend and indemnify Meals.com (including its directors, officers, employees and agents) from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, reasonably attorneys' fees) arising out of any breach of Coinstar's warranties set forth in paragraph 3.1.

4.2 By Meals.com

Meals.com will defend and indemnify Coinstar (and its directors, officers, employees and agents) from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of: (a) any breach of Meals.com's warranties set forth in paragraph 3.2; (b) Meals.com's exploitation of the Transferred Assets after the date of this Agreement; and (c) any claim by a third party after the date of this Agreement based on the Transferred Assets.

Section 5. Miscellaneous

5.1 Notices

Any notice under this Agreement will be made in writing and may be given or served by: (a) delivering the same in person or by prepaid messenger service to the Person to be notified; (b) depositing the same in the mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Person to be notified at the address specified below; or (c) telex, facsimile, telegraph, telecopy, or other written (other than email) telecommunication medium. If notice is deposited in the United States mail pursuant to clause (b) of this paragraph, it will be deemed to have been given upon the fifth day after the date that it is so deposited. Notice given in any other manner will be deemed to have been given only if and when received at the address of the Person to be notified. For the purpose of notice, the addresses and facsimile numbers of the Parties are as follows:

If to Coinstar: Coinstar, Inc.
1800 114th Avenue S.E.
Bellevue, Washington 98004
Facsimile: 425-943-8010
Attn: Dan Gerrity

If to Meals.com: Meals.com, Inc.
1800 114th Avenue S.E.
Bellevue, Washington 98004
Facsimile: 425-637-0045
Attn: Jens Molbak

Either Party may from time to time change its address for notices under this Agreement by giving the other Party notice of such change in accordance with this paragraph.

5.2 Nonwaiver

No waiver by either Party of any provision of this Agreement, in any one or more instances, will be deemed to be or construed as a waiver of the same or any other provision on any future occasion. The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and remain in full force and effect.

5.3 Applicable Law; Choice of Forum

THIS AGREEMENT SHALL BE INTERPRETED, CONSTRUED AND ENFORCED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, U.S.A., WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES TO THE CONTRARY. THE PROVISIONS OF THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DO NOT APPLY TO THIS AGREEMENT. Meals.com will not commence or prosecute any action, suit, proceeding or claim arising under or relating to this Agreement other than in the state or federal courts located in King County, Washington. Meals.com irrevocably consents to jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or relating to this Agreement.

5.4 Assignment

Meals.com will not assign this Agreement nor any rights or obligations created under this Agreement without the prior written consent of Coinstar.

5.5 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5.6 No Partnership or Agency

Each Party is an independent contractor, not a partner, agent or franchisee, of the other Party. Neither Party will represent or hold itself out as a partner, agent or franchisee of the other Party. This Agreement shall not be interpreted or construed as creating any partnership among the Parties or as imposing any partnership obligation or liability upon either Party.

5.7 Compliance with Laws

In the performance of this Agreement, each Party will comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction.

5.8 Headings

The sections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections, paragraphs or subparagraphs. Any rule or principle of contractual construction that would otherwise require any aspect of this Agreement to be interpreted against the party primarily responsible for its drafting will not be employed in interpretation of this Agreement.

5.9 Entire Agreement

This Agreement (including Exhibits A and B) and the License Agreement constitute the entire agreement, and supersede any and all prior agreements, between the Parties with regard to the Transferred Assets. No amendment of any provision of this Agreement will be valid unless set forth in a written instrument signed by both Parties.

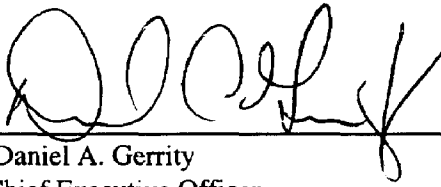
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

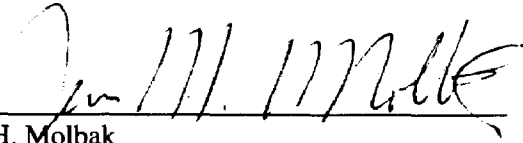
Coinstar:

Meals.com:

Coinstar, Inc.:

Meals.com, Inc.:

By 
Daniel A. Gerrity
Its Chief Executive Officer

By 
Jens H. Molbak
Its Chief Executive Officer

Date Signed February 10, 2000

Date Signed February 10, 2000

EXHIBIT A

Transferred Assets

A. Patent Applications:

1. SN 60/154,122 "Data Mapping Method and Apparatus with Multi-Party Capability"
2. SN 60/154,123 "Shopping List Organizer Apparatus and Method"
3. SN 60/154,006 "Retail Location Shopping Assistance Method and Apparatus"
4. SN 60/153,965 "Personalized Web Page Based on Multiple Data Sources"

B. Trademarks and Tradenames:

Meals.com trademark filings in the United States

Web To Store trademark filing in the United States

E Portal trademark filing in the United States

EFlyer trademark filing in the United States

Any rights Coinstar may have to the common law trademarks and tradenames in myshoppinglist.com and the Domain Names listed below.

All stylized marks to which Coinstar may have rights appearing on the Website currently published at domain name www.my-meals.com

C. Software:

Meals Software

Meals.com site software

Meals site administration software

Meals.com custom reporting software (number of banners presented by sponsor, etc.)

Former Meals.com software

Former Compucook software

Meals.com recipe content and library of recipes

Shopper Kiosk Software

Shopper software

HQ Processing Software

CTI (Customer Targeting Interface)
HTI (Household Targeting Interface)
Various data transfer & management programs

The following copies of purchased software residing on servers (listed below) which are transferred to Meals.com:

Data Sage - Data Mining Manager

- Net Customer Analyst

ERwin

Crystal Reports

MS NT 4.0 Server (13 copies)

MS IIS

MS SQL Server Enterprise Edition

MS Site Server

Oracle Enterprise Edition 8

Oracle Fail Safe

Post Office Enterprise Edition

WebTrends Enterprise Edition

PC Anywhere Host (13 copies)

Seagate BackUp-Exec for NT (13 copies)

Seagate BackUp-Exec for SQL Server (3 copies)

Seagate BackUp-Exec for Oracle

Checkpoint Firewall-1

The following copies of purchased software residing on desktop and laptop computers (listed below) which are transferred to Meals.com:

.....Windows NT and Windows 95/98; Lotus Notes Client; MS Office; SMS CAL, MS Developer
.....Studio; MS Project; SQL Server CAL

D. Domain Names:

coinstarshopper.com

store2net.com

web2store.com

my-meals.com

my-dinner.com

meals.com

mealsonline.com

recipesonline.com

offers.com

food-guide.com

my-shoppinglist.com

my-helper.com

compucook.com

cooking411.com

mealmaker.com

E. Equipment and Hardware:

Shopper Kiosk Hardware: 39 NCR 7401 terminal with Windows NT licenses

40 Swecoin TTP 7000 Printers

5 Swecoin TTP 5000 Printers

31 Single Shopper assemblies

1 Two-headed Shopper assembly

2 Compucook Kiosks

PC and Laptop Hardware: (See attached file: ESBU Desktop and Laptop)

<u>Asset</u>	<u>Equipment Type</u>	<u>Assigned to</u>
--------------	-----------------------	--------------------

10308	P200 Desktop	Angie Roth
10119	15" Monitor	Angie Roth
11055	Dell Latitude XPI Laptop	Audrey Lane
14041	Panasonic CF-71 Laptop	Dave Boerlin
12761	HP Printer	Dave Boerlin
12982	Docking Station	Dave Boerlin
11724	P200 Desktop	Jennifer Snyder
10637	15" Monitor	Jennifer Snyder
13619	Panasonic CF-71 Laptop	Karen Tripson
13296	15" Monitor	Karen Tripson
14010	Docking Station	Karen Tripson
11760	P200 Desktop	Nancy German
10380	15" Monitor	Nancy German
12610	P266 Desktop	Paul Barton
10690	17" Monitor	Paul Barton
10159	P200 Desktop	Ron West
12608	15" Monitor	Ron West
13871	17" Monitor	Steve White
13230	P266 Desktop	Steve White
10574	P200 Desktop	Tony Nguyen
11806	15" Monitor	Tony Nguyen
13515	P200 Desktop	Felix Chen
11175	15" Monitor	Felix Chen
11178	P200 Desktop	Gabor Melli

14130	Panasonic CF-71 Laptop	Ian Melanson
13998	17" Monitor	Ian Melanson
10056	21" Monitor	Ian Melanson
12977	Docking Station	Ian Melanson
10650	15" Monitor	John Melin
13892	Dell CF-35 Laptop	John Melin
13926	Docking Station	John Melin
14037	Panasonic CF-71 Laptop	Kirk Beach
14030	Docking Station	Kirk Beach
10351	15" Monitor	Kirk Beach
13750	Panasonic CF-71 Laptop	Scott Hansen
13596	Panasonic CF-71 Laptop	Steve Kom
13981	15" Monitor	Steve Kom
13606	Docking Station	Steve Kom
14118	Panasonic CF-71 Laptop	Tim Manion
10588	15" Monitor	Tim Manion
10589	Docking Station	Tim Manion
13035	19" Monitor	Gabor Melli
13036	19" Monitor	Felix Chen
13037	19" Monitor	Paul Barton
13038	19" Monitor	Ron West
13039	P3 700 Desktop	Scott Hansen
13040	19" Monitor	Scott Hansen

13041	19" Monitor	Steve White
13042	P3 700 Desktop	Paul Barton
13043	P3 700 Desktop	Felix Chen
13044	P3 700 Desktop	Steve White
13045	P3 700 Desktop	Ron West
13046	P3 700 Desktop	Gabor Melli
13047	P3 600 Desktop	Unassigned
13048	P3 600 Desktop	Unassigned
13049	P3 600 Desktop	Unassigned
13050	P3 600 Desktop	Unassigned
13051	P3 600 Desktop	Unassigned
13052	P3 600 Desktop	Unassigned
13053	P3 600 Desktop	Unassigned
13054	P3 600 Desktop	Unassigned
13055	P3 600 Desktop	Unassigned
13056	17" Monitor	Unassigned
13057	17" Monitor	Unassigned
13058	17" Monitor	Unassigned
13059	17" Monitor	Unassigned
13060	17" Monitor	Unassigned
13061	17" Monitor	Unassigned
13062	17" Monitor	Unassigned
13063	17" Monitor	Unassigned
13064	17" Monitor	Unassigned
10227	P200 Desktop	Kirk Beach (for Trade Show)
10210	P200 Desktop	Kirk Beach (for Trade Show)

13842	Panasonic CF-35 Laptop	Kirk Beach (for Trade Show)
12736	HP Printer	Kirk Beach (for Trade Show)
10767	15" Monitor	Julie Roth
12973	Docking Station	Julie Roth
12983	Docking Station	Julie Roth
13077	Laptop	Julie Roth
13560	IBM Laptop	Jens Molbak
13550	Docking Station	Jens Molbak
13722	17" Monitor	Jens Molbak
13511	Palm Pilot	Jens Molbak

ESBU Back-Office Hardware

Description	Asset #	Approximate Purch Price
APC 19" Rack	11222	\$1,200
APC 19" Rack	13686	\$1,200
APC 19" Rack	11197	\$1,200
APC 19" Rack	13588	\$2,000
APC 2KV UPS	11225	\$2,000
APC 2KV UPS	13683	\$2,000
APC 2KV UPS	12962	\$2,000
APC 2KV UPS	13589	\$2,000
APC Share UPS	13688	\$500
APC MasterSwitch	14157	\$425
APC MasterSwitch	12908	\$425

Comments
Shared: 1/3 CSTR, ESB
Shared: 1/3 CSTR, ESB
Shared: 1/3 CSTR, ESB

EXHIBIT B

License Agreement

[Attach]

LICENSE AGREEMENT

This Agreement, dated as of February 10, 2000, is made and entered into by and between Coinstar, Inc., a Delaware corporation ("Coinstar"), and Meals.com, Inc., a Delaware corporation ("Meals.com"). Coinstar and Meals.com are sometimes referred to collectively as the "Parties" and individually as a "Party." The Parties agree as follows:

Section 1. Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms will have the following specified meanings:

"Affiliate" means, with respect to a Party, any Person that, directly or indirectly, Controls, or is Controlled by, or is under common Control with, such Party. **"Asset Transfer Agreement"** means the Asset Transfer Agreement dated as of February 10, 2000 to be entered into by the Parties contemporaneously with this Agreement.

"Coinstar License" means the license granted by Meals.com to Coinstar pursuant to Section 2 of this Agreement.

"Coinstar Trademark" means the Trademark described on the attached Schedule 1.

"Confidential Information" means the existence and terms of this Agreement and all trade secrets, know-how and nonpublic information that relates to research, development, trade secrets, know-how, inventions, source codes, technical data, software programming, concepts, designs, procedures, manufacturing, purchasing, accounting, engineering, marketing, merchandising, selling, customer lists, recipes, business plans or strategies and other proprietary or confidential information, protectable under the laws of the United States or any other jurisdiction or country.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by contract or through the ownership of voting securities, including, without limitation, the ownership of more than fifty percent (50%) of the equity, partnership or similar interest in such Person.

"Derivative" means: (a) any "derivative work" (as defined in the U.S. Copyright Act, as amended from time to time), enhancement, improvement, modification, translation, abridgment, expansion, or compilation; (b) any improvement that falls within the claim of any patent; or (c) any work that embodies, incorporates or uses any Confidential Information or for which any Confidential Information was used in the development of such work.

"Develop" (or such conjugation thereof as the context may require) means acquire, author, create, design, discover, engineer, formulate, invent, reduce to practice, prepare, write, or otherwise develop (or such conjugation thereof as the context may require).

"Distribute" (or such conjugation thereof as the context may require) means sell, lease, rent, license, transfer, or otherwise distribute (or such conjugation thereof as the context may require).

"IPR" means any copyright, patent, trade secret, moral right or other intellectual property or proprietary right of any kind, whether arising under the laws of the United States or any other nation, state or jurisdiction (including, but not limited to, any foreign equivalents thereto). IPR does not include any Trademarks.

"Make" (or such conjugation thereof as the context may require) means to assemble, fabricate, make, have made, manufacture, produce, reproduce, or otherwise make (or such conjugation thereof as the context may require).

"Meals.com IPR" means any and all IPR owned by Meals.com, including, without limitation, the Patent Rights and other IPR listed on Exhibit A to the Asset Transfer Agreement.

"Meals.com License" means the license granted by Coinstar to Meals.com pursuant to Section 3 of this Agreement.

"Meals.com Made Derivatives" means any Derivative of the Meals.com IPR that is Made by Meals.com.

"Meals.com Technology" means all of the following: (a) all software (in both source and object code forms), recipes, customers lists and other technology used by Meals.com in the operation of its business; and (b) all Meals.com IPR embodied in such software and other technology.

"Patent Rights" means the rights under the laws of the United States or any non-U.S. government or subdivision thereof to any of the following:

(a) the patent applications listed in the Exhibit A to the Asset Transfer Agreement;

(b) the patents that may issue pursuant to any of the patent applications listed in Exhibit A to the Asset Transfer Agreement; or

(c) any reissues, divisions, renewals, extensions and continuations of any of the patents described in (b) of this paragraph.

"Person" means any individual, corporation, partnership, limited liability company, trust, association, organization, governmental authority or other entity.

"Product" means any good or service subject to the Meals.com IPR.

"Quarter" means a calendar quarter (i.e., a period of three consecutive calendar months beginning with January, April, July or October).

"Third Party" means any Person other than an a Party.

"Trademarks" means all common law or registered trademark, service mark, trade name and trade dress rights and similar or related rights arising under any of the laws of the United States or any other country or jurisdiction, whether now existing or hereafter adopted or acquired.

"Use" (or any conjugation thereof as the context may require) means employ, practice, consume, incorporate, manipulate, operate, perform, copy, duplicate, display, publish, disclose or otherwise use (or any conjugation thereof as the context may require).

Section 2. Coinstar License

Pursuant to the Asset Transfer Agreement, Meals.com hereby confirms, acknowledges and memorializes Coinstar's reservation of, and grants to Coinstar, an irrevocable, perpetual, nonexclusive, worldwide, fully paid-up, royalty-free right and license, under the Meals.com IPR, to Use, Distribute, and otherwise exploit the Meals.com IPR. The Coinstar License includes, without limitation, the rights to do the following: (a) Develop, Make, Distribute, and Use Products; (b) Develop, Make, Use and Distribute the

Meals.com Technology; (c) Develop, Make and Distribute Derivatives (including, without limitation, Meals.com Made Derivatives) from and of the Meals.com IPR and/or the Meals.com Technology; and (d) sue Third Parties for infringement of the Meals.com IPR.

Section 3. Meals.com License

Subject to Meals.com's compliance with the trademark use restrictions set forth on Schedule 1, Coinstar hereby grants to Meals.com an irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to: (a) use the Coinstar Trademark in connection with Meals.com's operation of its business; and (b) make, have made, sell, and use the rights conferred by the patent application listed on Schedule 1 and any resulting patent that may issue.

Section 4. Proprietary Rights

4.1 Meals.com IPR

Subject to the Coinstar License, Meals.com is the owner of, and hereby reserves all of its right, title and interest in and to, the Meals.com IPR.

4.2 Coinstar Intellectual Property

Subject to the Meals.com License, Coinstar is the owner of, and hereby reserves all of its right, title and interest in and to, the intellectual property listed on Schedule 1.

4.3 Meals.com Derivatives

Subject to the Coinstar License, Meals.com will be the owner of any and all Meals.com Made Derivatives. Meals.com will periodically (i.e., not less than once each Quarter) disclose and deliver to Coinstar any Meals.com Made Derivatives (to which Coinstar has a license pursuant to the Coinstar License).

4.4 Coinstar Derivatives

Subject to the Meals.com License, Coinstar will be the owner of any and all Derivatives of the patent application listed on Schedule 1. Coinstar will periodically (i.e., not less than once each Quarter) disclose to Meals.com such Derivatives (to which Meals.com has a license pursuant to the Meals.com License).

4.5 Third Party Rights

Meals.com acknowledges that the Meals.com License is subject to any and all applicable rights of Third Parties in and to the IPR of Coinstar. Coinstar acknowledges that the Coinstar License is subject to any and all applicable rights of Third Parties in and to the IPR of Meals.com.

4.6 Marking of Products Made Under License

Each Party will brand, label or otherwise mark each product Made pursuant to the Coinstar License or the Meals.com License, as applicable, with a notice of the other Party's IPR and such other markings as may reasonably be required. The Parties will consult and cooperate in connection with the size, placement and other details of such markings. Each Party may also mark any such product with its own name, trademarks, notices and other markings that do not conflict with any of markings reflecting the other Party's IPR or any of the requirements of this Agreement or applicable law.

4.7 Additional Action

Each Party will take such action (including, without limitation, the execution of documents) as the other Party may reasonably request to effect, perfect or evidence the right, title and interest of each Party as set forth in this Section 4.

4.8 No Rights To Sublicense

Coinstar may not, without the subsequent written consent of Meals.com, sublicense, or otherwise Distribute, to Third Parties any right reserved and granted to Coinstar under Section 2. Meals.com may not, without the subsequent written consent of Coinstar, sublicense, or otherwise Distribute, to Third Parties any right granted under Section 3.

Section 5. Procedures for Prosecution and Infringement

5.1 Prosecution of Patent Rights

Meals.com will use commercially reasonable efforts to secure, perfect, maintain and protect the Patent Rights. The Parties will consult and cooperate in connection with the creation of additional Patent Rights. Coinstar will have the first right to prepare, file and prosecute any domestic or foreign patent application with respect to any Meals.com Technology. If Coinstar requests by written notice to Meals.com that Meals.com prepare, file and prosecute any such application and Meals.com fails, refuses or indicates its unwillingness to do so, then Coinstar may prepare, file and prosecute such application in its own name. Coinstar will be the sole owner of any such application and, notwithstanding anything to the contrary herein, any patent that Coinstar may acquire pursuant to any such application will not be included in the Patent Rights. Meals.com will provide Coinstar with such information and documentation relating to the Patent Rights as Coinstar may reasonably request.

5.2 Third Party Infringement of Patent Rights

5.2.1 Each Party will give the other Party prompt written notice of any infringement, misappropriation or violation of any of the Patent Rights by any Third Party that may come to the notifying Party's attention. Any notice under this section will include, without limitation, a statement of the facts that are known by the Party giving the notice and that such Party believes might reasonably serve as a basis for a claim of such infringement, misappropriation or violation, supported by copies of any pertinent documentation within the possession or control of the Party giving the notice.

5.2.2 Coinstar will have the first right to take any action that it deems appropriate against any infringement, misappropriation or violation of the Patent Rights. Without limitation of the foregoing, Coinstar may, but will not be obligated to, commence and prosecute any legal action that it deems appropriate against any such infringement, misappropriation or violation. In any such legal action commenced by Coinstar under this section, the following will apply: (a) Coinstar may include Meals.com's name as a plaintiff; (b) Coinstar will give Meals.com written notice of Coinstar's intent to commence the action within a reasonable period in advance of such commencement; (c) Meals.com may, at its option and expense, participate in any such action (e.g., as a party to the action or otherwise); (d) Coinstar will consult with Meals.com and keep Meals.com reasonably informed with respect to such action; (e) Coinstar will provide Meals.com such information and copies of any documentation relating to the action as Meals.com may reasonably request; (f) Coinstar will not settle, compromise or consent to any voluntary disposition of the action without the prior written consent of Meals.com, which consent will not be unreasonably withheld; and (g) any recovery in such action will be applied first to reimbursement of Coinstar's costs and expenses incurred in connection with such action, second to the reimbursement of Meals.com's costs and expenses incurred in connection with such action and finally to be divided between the Parties in proportion to their respective damages suffered on account of the infringement, misappropriation or violation.

Section 6. Disclaimer and Limitation of Liability

6.1 Disclaimer

The Meals.com License is made "AS IS," "WHERE IS" and "WITH ALL FAULTS, ERRORS, AND DEFECTS." COINSTAR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE TRANSFERRED ASSETS (INCLUDING, BUT NOT LIMITED TO, ANY: IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; AND IMPLIED WARRANTY OF NONINFRINGEMENT).

6.2 Limitation on Liability

Except to the extent arising out of a Party's infringement or violation of any other Party's patents, copyrights or trade secrets, and except to the extent provided in Section 4 of the Asset Transfer Agreement, no Party will be liable to any other Party, whether arising out of contract, tort (including negligence), strict liability or otherwise, for any indirect, incidental, special or consequential damages, including loss of revenue, cost of capital or loss of business reputation or opportunity, arising out of or relating to this Agreement or any IPR or technology licensed hereunder, even if such Party has been advised of the possibility of such damages.

Section 7. Additional Obligations of the Parties

7.1 Nondisclosure

7.1.1 A Party (the "Receiving Party") receiving any Confidential Information of the other Party (the "Disclosing Party") will exercise a reasonable degree of care, but in no event less than the same degree of care that it uses to protect its own confidential information of a like nature, to keep confidential and not disclose such Confidential Information. Without limiting the generality of the foregoing, the Receiving Party will disclose the Confidential Information of the other Party only to those of its employees and contractors (a) who have a need to know the Confidential Information in order to exercise its license to such Confidential Information and (b) who are contractually obligated to comply with the disclosure and usage restrictions set forth in this Agreement. In addition, each Party may, with the prior written consent of the other Party (which consent will not be unreasonably withheld), disclose the existence and terms of this Agreement to potential sources of financing who are contractually obligated to maintain the confidentiality of such information; provided, however, that if, after receipt of a written request for consent, the other Party does not respond to the request within three (3) business days, the requesting Party may so disclose the existence and terms of this Agreement without such consent.

7.1.2 The obligations set forth in paragraph 7.1.1 above will not apply to any Confidential Information to the extent it: (a) is approved by prior written authorization of the Disclosing Party for release by the Receiving Party; (b) is disclosed in order to comply with a judicial order issued by a court of competent jurisdiction, in which event the Receiving Party will give prior written notice to the Disclosing Party of such disclosure as soon as practicable and will cooperate with the Disclosing Party in using all reasonable efforts to obtain an appropriate protective order or equivalent, provided that the information will continue to be Confidential Information to the extent it is covered by such protective order or equivalent; (c) becomes generally available to the public through any means other than a breach by the Receiving Party of its obligations under this Agreement; (d) was in the possession of the Receiving Party without obligation of confidentiality prior to receipt or disclosure under this Agreement as evidenced by written records made prior to such receipt or disclosure; (e) is developed independently by the Receiving Party without the use of or benefit from any of the Confidential Information of the other Party or without breach of this Agreement, as evidenced by written records of the Receiving Party in existence as of disclosure by the Disclosing Party; or (f) is required to be disclosed by government rule or regulation (e.g., in connection with a securities filing), provided that the Receiving Party

gives the Disclosing Party advance written notice of the disclosure and cooperates with the Disclosing Party in any attempt to limit the scope of the required disclosure. In any dispute over whether information is Confidential Information under this Agreement, it will be the burden of the Receiving Party to show that such contested information falls within the exceptions set forth in this Section 7.1.2.

7.2 No Contest of Coinstar's IPR

Meals.com will not contest or otherwise challenge (in any legal action or otherwise), or assist or encourage any other Person to contest or challenge, the validity of any IPR claimed by Coinstar; provided that the foregoing will not preclude Meals.com from claiming that the IPR in question is IPR of Meals.com.

7.3 No Contest of Meals.com's IPR

Coinstar will not contest or otherwise challenge (in any legal action or otherwise), or assist or encourage any other Person to contest or challenge, the validity of any IPR claimed by Meals.com; provided that the foregoing will not preclude Coinstar from claiming that the IPR in question is IPR of Coinstar.

7.4 Customer Lists

Coinstar will make available to Meals.com Coinstar's customer lists related to Coinstar's Electronic Service Business Unit. Meals.com may use such customer lists in connection with the operation of its business, provided that Meals.com complies with its obligations set forth in Section 7.

Section 8. Miscellaneous

8.1 Notices

Any notice under this Agreement will be made in writing and may be given or served by: (a) delivering the same in person or by prepaid messenger service to the Person to be notified; (b) depositing the same in the mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Person to be notified at the address specified below; or (c) telex, facsimile, telegraph, telecopy, or other written (other than email) telecommunication medium. If notice is deposited in the United States mail pursuant to clause (b) of this paragraph, it will be deemed to have been given upon the fifth day after the date that it is so deposited. Notice given in any other manner will be deemed to have been given only if and when received at the address of the Person to be notified. For the purpose of notice, the addresses and facsimile numbers of the Parties are as follows:

If to Coinstar: Coinstar, Inc.
1800 114th Avenue S.E.
Bellevue, Washington 98004
Facsimile: 425-637-0045
Attn: Dan Gerrity

If to Meals.com: Meals.com, Inc.
1800 114th Avenue S.E.
Bellevue, Washington 98004
Facsimile: 425-637-0045
Attn: Jens Molbak

Either Party may from time to time change its address for notices under this Agreement by giving the other Party notice of such change in accordance with this paragraph.

8.2 Nonwaiver

No waiver by either Party of any provision of this Agreement, in any one or more instances, will be deemed to be or construed as a waiver of the same or any other provision on any future occasion. The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and remain in full force and effect.

8.3 Applicable Law; Choice of Forum

THIS AGREEMENT WILL BE INTERPRETED, CONSTRUED AND ENFORCED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, U.S.A., WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES TO THE CONTRARY. THE PROVISIONS OF THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DO NOT APPLY TO THIS AGREEMENT. Meals.com will not commence or prosecute any action, suit, proceeding or claim arising under or relating to this Agreement other than in the state or federal courts located in King County, Washington. Meals.com irrevocably consents to jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or relating to this Agreement.

8.4 Assignment

Meals.com will not assign this Agreement nor any rights or obligations created under this Agreement without the prior written consent of Coinstar.

8.5 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8.6 No Partnership or Agency

Each Party is an independent contractor, not a partner, agent or franchisee, of the other Party. Neither Party will represent or hold itself out as a partner, agent or franchisee of the other Party. This Agreement will not be interpreted or construed as creating any partnership among the Parties or as imposing any partnership obligation or liability upon either Party.

8.7 Compliance With Laws

In the performance of this Agreement, each Party will comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction.

8.8 Headings

The sections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections, paragraphs or subparagraphs. Any rule or principle of contractual construction that would otherwise require any aspect of this Agreement to be interpreted against the party primarily responsible for its drafting will not be employed in interpretation of this Agreement.

8.9 Remedies

Except as otherwise expressly provided in this Agreement, each and all of the rights and remedies provided in this Agreement, and each and all of the remedies allowed at law and in equity, will be cumulative, and the exercise of one right or remedy will not be exclusive of the right to exercise or resort to any and all other rights or remedies provided in this Agreement.

8.10 Injunctive Relief

The Parties acknowledge that a breach of Section 7 would cause irreparable harm, the extent of which would be difficult to ascertain. Accordingly, in addition to any other legal remedies to which the non-breaching Party may be entitled, such Party will be entitled to obtain immediate injunctive relief in the event of a breach of such Section 7.

8.11 Publicity

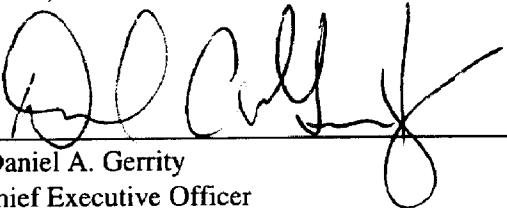
Except for any announcement intended solely for the internal distribution of a Party, or any disclosure required by legal, accounting, or regulatory requirements, no Party will use any other Party's name or refer to it directly or indirectly in the context of this Agreement in any advertisement, news release or release to any professional or trade publication or business presentation without the written approval from such Party for each such use or release, unless (a) such information was used in a previously approved advertisement or release and such information remains accurate and (b) the approval has not been withdrawn in writing.

8.12 Entire Agreement

This Agreement (including Schedule 1) and the Asset Transfer Agreement constitute the entire agreement, and supersede any and all prior agreements, between the Parties with regard to the Transferred Assets (as defined in the Asset Transfer Agreement) and the IPR licensed between the Parties pursuant to this Agreement. No amendment of any provision of this Agreement will be valid unless set forth in a written instrument signed by both Parties.

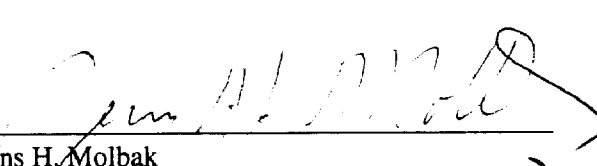
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

Coinstar, Inc.:

By 
Daniel A. Gerrity
Its Chief Executive Officer

Date Signed February 10, 2000

Meals.com, Inc.:

By 
Jens H. Molbak
Its Chief Executive Officer

Date Signed February 10, 2000

SCHEDULE 1

Intellectual Property of Coinstar Licensed in Section 3

A. Patent Application:

SN 60/154,120 "System for Voucher or Token Verification"

B. Coinstar Trademarks:

<u>Mark</u>	<u>Country</u>
COINS THAT COUNT	United States
COINSTAR	Canada
COINSTAR	European union
COINSTAR	Japan
COINSTAR	Mexico
COINSTAR	United States
COINSTAR SHOPPER AND DESIGN	United States
COINSTARSHOPPER.COM	United States
E PORTAL	United States
EFLYER	United States
KIDS MAKING CHANGE	United States
STAR AND COIN DESIGN	Canada
STAR AND COIN DESIGN	Japan
STAR AND COIN DESIGN	Mexico
STAR AND COIN DESIGN	United States
STAR, HEART AND COIN DESIGN	United States
THE COLORS BLUE AND GREEN	United States

C. Trademark Use Restrictions:

Meals.com will use the Coinstar Trademarks only in accordance with usage and other guidelines as may be provided by Coinstar to Meals.com from time to time.