FORM PTO-1594 (Modified) NUMY (Rev. 6-93) OMB No. 0651-0011 (exp.4/94) 2 2 2 5 COpyright 1994-97 LegalStar TM05/REV03

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04-04-2000



SHEET **NLY**

Docket No.:

B4850-5001

V... V

To the Honorable Commissioner c

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d the attached original documents or copy thereof.

Name of conveying party(ies): Binary Compass Enterprises, LLC	Name and address of receiving party(ies):
	Name: Binary Compass Enterprises Internal Address:
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☑ Other _LLC Additional names(s) of conveying party(ies) ☐ Yes ☒ No	Street Address: 9720 Jefferson Blvd. City: Culver City State: CA ZIP: 90232 Individual(s) citizenship Association
3. Nature of conveyance: ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other Execution Date: April 29, 1998	☐ General Partnership ☐ Limited Partnership ☐ Corporation-State California ☐ Other ☐ If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N (Designations must be a separate document from Additional name(s) & address(es) ☐ Yes ☐ N
4. Application number(s) or registration numbers(s):A. Trademark Application No.(s)	B. Trademark Registration No.(s)
Additional numbers	2,109,142 ☐ Yes ☒ No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Karin E. Peterka, Esq. Internal Address: Buchalter, Nemer, Fields & Younger	7. Total fee (37 CFR 3.41):\$ \$40.00
	☑ Authorized to be charged to deposit account
Street Address: 601 South Figueroa Street	8. Deposit account number:
Suite 2400 City: Los Angeles State: CA ZIP: 90017	500977
04/03/2000 JSHABAZZ 00000113 2109142 01 FC:481 40.00 0P 9. Statement and signature. To the best of my knowledge and belief, the foregoing information	ition is true and correct and any attached copy is a true copy
of the original document.	E. Peterka February 23, 2000 Signature Date

REEL: 002042 FRAME: 0704

CAPITAL CONTRIBUTION, ASSIGNMENT AND TRANSFER AGREEMENT

THIS CAPITAL CONTRIBUTION, ASSIGNMENT AND TRANSFER AGREEMENT ("Agreement") is made as of April 29, 1998 by and among FARHAD MOHIT, HENRY ASSEILY, DAVID REIBSTEIN (each a "Transferor" and collectively, the "Transferors"), BINARY COMPASS ENTERPRISES, a California corporation ("Transferee") and BINARY COMPASS ENTERPRISES, LLC (the "LLC") with reference to the following facts:

WHEREAS, LLC wishes to assign and transfer to Transferee all of the rights, title, and interests in all of the properties, assets and business of LLC;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignment. LLC does hereby transfer, assign and deliver to Transferee any and all of its right, title and interest in any and all of the properties, assets, liabilities and business of LLC, including, but not limited to LLC's rights in and to any and all worldwide trademarks. service marks including U.S. Trademark Registration 2,109,142 for the mark "BIZRATE", trade names, merchandising rights, business names, fictional business names, brand names and domain names; any and all inventions, discoveries, improvements, technologies, know-how and design, whether or not patentable; any and all copyrights including published and unpublished works. and any and all underlying works of authorship, any and all Proprietary Interests, which shall mean and include information concerning product and service development strategy and activity, binary codes, source codes, any other software, corporate assessments and strategic plans, financial and statistical information, accounting information, software, systems, processes, formulae, inventions, discoveries, policies, guidelines, procedures, practices, disputes or litigation, any and all contracts, licenses and agreements granting any right, title, license or privilege under intellectual property rights of any third party; and any and all worldwide registrations of any of the foregoing, all applications therefor, all goodwill appurtenant thereto, and all claims for infringement or breach thereof (collectively, the "Intellectual Property").

> TRADEMARK REEL: 002042 FRAME: 0705

"Transferors"

FARHAD MOHIT

By:______

HENRY ASSEILY

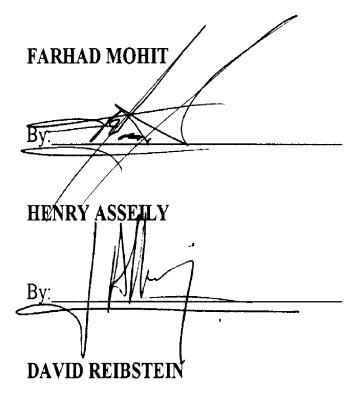
By:_____

DAVID REIBSTEIN

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly

<u>IN WITNESS WHEREOF</u>, the parties hereto have caused this Agreement to be duly executed effective as of the date first set forth above.

"Transferors"



By:_____

RECORDED: 02/28/2000