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2/28/00

04-04-2000



101303880

SHEET

NLY

Docket No.:

B4850-5001

Tab settings

To the Honorable Commissioner c

d the attached original documents or copy thereof.

1. Name of conveying party(ies):

Binary Compass Enterprises, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other LLC
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: April 29, 1998

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

Name: Binary Compass Enterprises

Internal Address: _____

Street Address: 9720 Jefferson Blvd.

City: Culver City State: CA ZIP: 90232

- Individual(s) citizenship _____
- Association _____
- 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)

2,109,142

Additional numbers Yes No

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

Name: Karin E. Peterka, Esq.

Internal Address: Buchalter, Nemer, Fields & Younger

Street Address: 601 South Figueroa Street

Suite 2400

City: Los Angeles State: CA ZIP: 90017

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:

500977

DO NOT USE THIS SPACE

04/03/2000 JSHABAZZ 00000113 2109142

01 FC:481 40.00 DP

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.

Karin E. Peterka, Esq.

Name of Person Signing

Karin E. Peterka

Signature

February 23, 2000

Date

Total number of pages including cover sheet, attachments, and

7

TRADEMARK

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:

2. **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").

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

"Transferors"

FARHAD MOHIT

By: _____

HENRY ASSEILY

By: _____

DAVID REIBSTEIN

By: David Reibstein

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

"Transferors"

FARHAD MOHIT

By: 

HENRY ASSELY

By: 

DAVID REIBSTEIN

By: _____