

05-22-2000

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

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New 4.28.00

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

Change of Name

Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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.)

05/22/2000 08:00  
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40.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002076 FRAME: 0024

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

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

Mark if additional numbers 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)		
<input type="text" value="75748724"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Name of Person Signing

Signature

Date Signed

## Agreement for Purchase and Sale of Assets

This Agreement for Purchase and Sale of Assets (this "Agreement") is entered into between @pos.com, Inc., a Delaware corporation ("Seller") and ReceiptCity.com, Inc., a Delaware corporation ("Purchaser"), effective as of January 14, 2000 (the "Effective Date").

### Background

A. Seller is in the business of (i) designing, producing, and marketing terminals and other hardware and equipment intended to be installed at merchant sites at the point of sale, and (ii) providing services to merchants and merchant customers consisting of storage of transaction data and permitting retrieval of such data, through an internet-based system, and (iii) providing services to merchants and advertisers consisting of arranging for the display of advertisements, promotions, and other graphics and information on the terminals that are installed at the point of sale.

B. On the terms and conditions of this Agreement, Purchaser wishes to acquire the service business operated by Seller and the assets relating thereto, and Seller wishes to sell such business and assets to Purchaser, in consideration for the issuance to Seller of shares of Purchaser's common stock.

### Agreement

In consideration of the above Background, and the mutual representations, warranties, and covenants below, the parties agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings:

"Assets" means the Contracts, Software, Trademarks, Patents, Equipment, Fixed Assets, and Subsidiary Stock.

"Business" means the business conducted by Seller using the Assets, consisting of (i) providing services to merchants and merchant customers consisting of payment processing, inventory tracking, storage of transaction data and permitting retrieval of such data, through an internet-based system, and (ii) providing services to merchants and advertisers consisting of arranging for the display of advertisements, promotions, surveys, and other graphics and information on terminals that are installed at the point of sale.

"Combination Hardware/Service Agreements" means (i) the Pilot Program Agreement the Seller entered into with American Express Travel Related Services Company, Inc., dated October 1, 1999, (ii) the letter agreement Seller entered into with Bradlees Stores, Inc. dated August 24, 1999, and (iii) the License, Development and Distribution Agreement the Seller entered into with Hewlett-Packard Company, dated as of January 13, 2000.

"Contracts" means those contracts and agreements to which Seller is a party, listed on Exhibit A.

"Equipment" means the computer hardware and other equipment listed on Exhibit B.

"Fixed Assets" means the furniture and other fixed assets listed on Exhibit C.

"Patents" means the patent applications listed on Exhibit F (including, without limitation, any patents that result from such applications and all continuations, continuations-in-part, divisionals, reissues or foreign counterparts thereto).

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"Proprietary Rights" means proprietary or intellectual property rights of any nature including but not limited to rights under copyright, patent, trademark, and trade secret laws, throughout the world.

"Software" means that computer software listed on Exhibit D, including the Proprietary Rights relating thereto.

"Subsidiary Stock" means the 100 million shares of stock of MobiNetix Sri Lanka Private Limited, a Sri Lanka corporation, that are owned by Seller, which constitute all of the shares of such corporation that are owned by Seller.

"Trademarks" means the trademarks, service marks and trade names listed on Exhibit E, and all trademark and service mark registration applications that have been filed with respect thereto.

## **2. PURCHASE AND SALE OF BUSINESS AND ASSETS.**

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Closing, Purchaser will sell, assign, transfer, convey, and deliver to Seller, and Seller will purchase from Purchaser, all of Seller's right, title and interest in and to the Business and Assets.

2.2 Timing of Assignment of Contracts. To the extent permitted by the terms of the Contracts and by applicable law, all of the Contracts shall be assigned to Purchaser as of the Closing Date. With respect to any Contract which requires the consent of the other party to be assigned to Purchaser, (i) Seller agrees to use its best efforts to obtain such consent in writing prior to the Closing, (ii) if such written consent is not obtained prior to the Closing, Seller shall continue to use its best efforts to obtain such written consent after the Closing, and (iii) such Contract shall be assigned to Purchaser only after the required consent from the other party is obtained.

2.3 Seller's Hardware Technology. Purchaser acknowledges that Seller has developed and acquired technology, confidential information and trade secrets relating to the design and manufacture of its terminals and other hardware (collectively, the "Hardware Technology"). Purchaser acknowledges that such Hardware Technology is not being assigned or transferred to Purchaser pursuant to this Agreement, and that no license or right to use such Hardware Technology shall be implied by this Agreement.

2.4 Limitations of Trademark Assignment. The parties acknowledge and agree that the assignment of the Trademarks does not include assignment of the mark "@pos.com" and that, as between the parties, Purchaser shall make no claim to the exclusive right to use "@pos" apart from the Trademarks assigned by this Agreement.

2.5 Assignment of Certain Rights, Duties, and Obligations under Combination Agreements. The parties acknowledge and agree that, under the Combination Hardware/Service Agreements, Seller has certain rights and duties that relate to the services Business to be transferred to Purchaser under this Agreement, and some rights and duties that relate to the hardware business that will not be transferred to Purchaser under this Agreement. Accordingly, Seller and Purchaser agree, prior to and/or promptly after the Closing, to negotiate in good faith with each other and with the other parties to the Combination Hardware/Service Agreements to divide the rights and duties of Seller between Seller and Purchaser in an appropriate manner. Such division may be accomplished by the partial assignment of the Combination Hardware/Service Agreements to Purchaser, or by replacing the Combination Hardware/Service Agreements with new separate agreements with Seller and Purchaser. Seller and Purchaser agree that the arrangements made with respect to the Combination Hardware/Service Agreements shall have the result

3051 N. 1<sup>ST</sup> Street  
San Jose, CA 95134  
Attention: Scott Allan, COO

If to Seller:


@pos.com, Inc.  
3051 N. 1<sup>ST</sup> Street  
San Jose, CA 95134  
Attention: Llavan Fernando, COO


13.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

Signatures

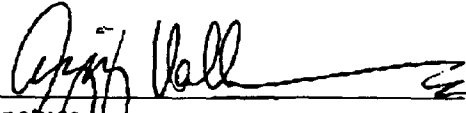
In order to bind the parties to this Agreement, their duly authorized representatives, have signed below.

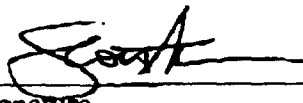
@pos.com, Inc.

By   
Signature  
AZIZ VALLIANI, PRES & CEO  
Name and Title

By   
Signature  
L. FERNANDO, COO  
Name and Title

ReceiptCity.com, Inc.

By   
Signature  
AZIZ VALLIANI, PRES & CEO  
Name and Title

By   
Signature  
SCOTT ALLAN, COO  
Name and Title

## AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF ASSETS

This Amendment to the Purchase and Sale of Assets Agreement ("Amendment") is made this 26th day of January, 2000 (the "Amendment Date") by and between @pos.com, Inc., a Delaware corporation, ("Seller") and ReceiptCity.com, Inc., a Delaware corporation ("Purchaser").

### RECITALS

Seller and Purchaser entered into that certain Purchase and Sale of Assets Agreement dated as of January 14, 2000 (the "Purchase Agreement"). The parties intend to modify and amend the Purchase Agreement in the manner hereinafter set forth.

### AGREEMENT

In consideration of the initial covenants and agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

NOW, THEREFORE, IT IS AGREED between the Buyer and Purchaser to amend certain portions of the Agreement as follows:

- (a) Exhibit E of the Agreement is amended and restated as follows:

#### Exhibit E

#### Trademarks

1. e-promotions
2. e-receipt
3. receiptcity.com
4. telereceipts
5. ads@pos
6. promotion@pos
7. surveys@pos
8. POSPortal
9. posPortal

*(remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the parties have entered into this Amendment to Purchase Agreement as of the date first above written.

SELLER:

@pos.com, Inc.

By: [Signature]  
Print Name: CLAUDIA FERNANDEZ  
Its: COO

BUYER:

ReceiptCity.com, Inc.

By: [Signature]  
Its: COO Scott Allan