



FORM PTO-1618A  
Expires 6/30/99  
OMB 0651-0027

101447910

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

RZ

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

<b>Submission Type</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Resubmission (Non-Recordation) Document ID # 101366681 <input type="checkbox"/> Correction of PTO Error Reel # [ ] Frame # [ ] <input type="checkbox"/> Corrective Document Reel # [ ] Frame # [ ]	<b>Conveyance Type</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger Effective Date Month Day Year [ ] <input type="checkbox"/> Change of Name <input type="checkbox"/> Other [ ]
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**Conveying Party**  Mark if additional names of receiving parties attached

Name @POS.COM, INC. Execution Date  
Month Day Year  
January 14, 2000

Formerly [ ]

Individual  General Partnership  Limited Partnership  Corporation  Association

Other [ ]

State of Incorporation: Delaware

**Receiving Party**  Mark if additional names of receiving parties attached

Name RECEIPTCITY.COM, INC.

DBA/AKA/TA [ ]

Composed of [ ]

Address (line 1) 3051 N. 1<sup>ST</sup> Street

Address (line 2) San Jose, California 95134

Address (line 3) [ ]

Individual  General Partnership  Limited Partnership  Corporation  Association

Other [ ]

State of Incorporation: Delaware

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*).

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Burden Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT TO THIS ADDRESS.

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

PA\823460.1  
Gray Cary\PA\10061110.1  
2101224-900305

TRADEMARK  
REEL: 002128 FRAME: 0108

**Domestic Representative Name and Address**

Enter the first Receiving Party Only

Name [ ]

Address (line 1) [ ]

Address (line 2) [ ]

Address (line 3) [ ]

Address (line 4) [ ]

**Correspondence Name and Address**

Area Code and Telephone Number (650) 833-2170

Name Allyn Taylor

Address (line 1) Gray Cary Ware & Freidenrich LLP

Address (line 2) 400 Hamilton Avenue

Address (line 3) Palo Alto, CA 94301-1825

Address (line 4) [ ]

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

# 9

**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)			
75/572173	75/572171	[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

**Number of Properties**

Enter the total amount of properties involved. # 2

**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: # 07-1907

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 a deposit account are authorized, as indicated herein.

Allyn Taylor \_\_\_\_\_ 8/9/00

Name of Person Signing Signature Date Signed

05/01/00

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

05-24-2000

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

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OPR/FINANCE

101366681

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

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
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- 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

Execution Date  
Month Day Year  
1 14 2000

Name @POS.COM, INC.

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name RECEIPTCITY.COM

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_ City \_\_\_\_\_ State/Country \_\_\_\_\_ Zip Code \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

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.)

Citizenship/State of Incorporation/Organization Delaware

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01 FC:481  
02 FC:482

40.00 OP  
25.00 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: 002128 FRAME: 0110

**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="75572173"/>	<input type="text" value="75572171"/>	<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.

Allyn Taylor

Name of Person Signing

  
Signature

4/28/99

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).

“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

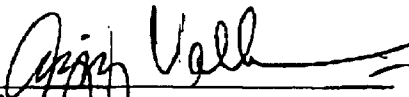
13.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

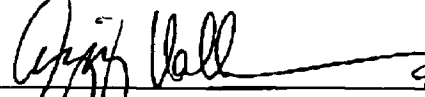
Signatures


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

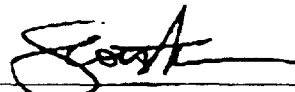
@pos.com, Inc.

ReceiptCity.com, Inc.

By   
Signature  
AZIZ VALLIANI, PRES & CEO  
Name and Title

By   
Signature  
AZIZ VALLIANI, PRES & CEO  
Name and Title

By   
Signature  
L. FERNANDO, COO  
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

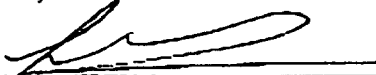
*(remainder of page intentionally left blank)*



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: 

Print Name: MAYANIA FERNANDEZ

Its: COO

BUYER:

ReceiptCity.com, Inc

By:  \_\_\_\_\_

Its: COO

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial No.: 75/572173  
Filed: October 16, 1998  
Mark: E-PROMOTION

Trademark Law Office: 102

Attorney: Richard Kim

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

REVOCATION OF POWER OF ATTORNEY AND  
APPOINTMENT OF NEW ATTORNEY

Sir:

Applicant hereby revokes all previous powers of attorney and appoints the following attorneys of the law firm of Gray Cary Ware & Freidenrich:

Allyn Taylor, Esq., Mark P. Radcliffe, Esq., Stacy A. Snowman, Esq., Francoise Gilbert, Esq., Margaret M. Powers, Esq., Michelle R. Harbottle, Esq., Eliane Setton, Esq., Daniel R. Cook, Esq., Joanna L. Edelstein, Esq., Ian N. Feinberg, Esq., David Dolkas, Esq. and Andrew P. Valentine, Esq. to prosecute this application to registration, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration.

All correspondence concerning this application should be sent to:

Allyn Taylor, Esq.  
GRAY CARY WARE & FREIDENRICH LLP  
400 Hamilton Avenue  
Palo Alto, California 94301-1825, U.S.A.  
(650) 833-2170  
ataylor@graycary.com

Attorney reference: 2101224-900305

4/28/00

(Date)

*Stephanie J. Schweizer*

Stephanie J. Schweizer  
Director, Human Resources and In House Legal Counsel

<b>CERTIFICATE OF EXPRESS MAILING</b>	
I, <u>Michelle Harbottle</u>	
do hereby certify that the foregoing document are being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to the Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513	
Signature	<u>[Signature]</u>
Express Mail Label No.	<u>EM 5271030175</u>
Date of Deposit	<u>5-1-00</u>

PA10026400.1  
2101224-900305

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Law Office: 103

Attorney: Ronald E. Aikens

Serial No.: 75/572171  
Filed: October 16, 1998  
Mark: E-RECEIPT

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

REVOCATION OF POWER OF ATTORNEY AND  
APPOINTMENT OF NEW ATTORNEY

Sir:

Applicant hereby revokes all previous powers of attorney and appoints the following attorneys of the law firm of Gray Cary Ware & Freidenrich:

Allyn Taylor, Esq., Mark F. Radcliffe, Esq., Stacy A. Snowman, Esq., Francoise Gilbert, Esq., Margaret M. Powers, Esq., Michelle R. Harbottle, Esq., Eliane Setton, Esq., Daniel R. Cook, Esq., Joanna L. Edelstein, Esq., Ian N. Feinberg, Esq., David Dolkes, Esq. and Andrew P. Valentine, Esq. to prosecute this application to registration, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration.

All correspondence concerning this application should be sent to:

Allyn Taylor, Esq.  
GRAY CARY WARE & FREDENRICH LLP  
400 Hamilton Avenue  
Palo Alto, California 94301-1825, U.S.A.  
(650) 833-2170  
ataylor@graycary.com

Attorney reference: 2101224-900306

4/28/00

(Date)

*Stephanie J. Schweizer*  
Stephanie J. Schweizer  
Director, Human Resources and In House Legal  
Counsel

CERTIFICATE OF EXPRESS MAILING	
I, <u>Michelle Boyles</u>	
do hereby certify that the foregoing document are being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to the Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513	
Signature	<u>[Signature]</u>
Express Mail Label No.	<u>EMS 2310-101705</u>
Date of Deposit:	<u>5-1-00</u>

PA110026417.1  
2101224-900306

August 8, 2000  
VIA EXPRESS MAIL

EL315974602US

OUR FILE NO. 2101224-900305/306

Commissioner Of Patents And Trademarks  
Assignment Division  
Box Assignments  
CG-4, 1213 Jefferson Davis Hwy, Suite 320  
Washington, D.C. 20231

**Re: Applicant: @POS.COM**  
**Trademark: E-PROMOTION**  
**Filing Date: October 16, 1998**  
**Serial No.: 75/752173**  
**Class: 35**

and

**Re: Applicant: @POS.COM**  
**Trademark: E-RECEIPT**  
**Filing Date: October 16, 1998**  
**Serial No.: 75/572171**  
**Class: 42**

Dear Sir:

Enclosed for your recordation are the following documents regarding the assignment of the above trademark applications:

- (1) Assignment executed by @POS.COM;
- (2) Trademark Recordation Cover Sheet;
- (3) Power of Attorney from RECEIPTCITY.COM, INC. to Allyn Taylor regarding E-PROMOTION;
- (4) Power of Attorney from RECEIPTCITY.COM, INC. to Allyn Taylor regarding E-RECEIPT;
- (5) Two self-addressed, stamped postcards.

Please debit my firm's Deposit Account, No. 07-1907 in the event that there are any additional fees payable or any deficiencies in the enclosed payment for the filing fees.

SILICON VALLEY SAN DIEGO SAN DIEGO/GOLDEN TRIANGLE SAN FRANCISCO AUSTIN SEATTLE SACRAMENTO LA JOLLA

Gray Cary\PA\10061138.1  
2101224-900305

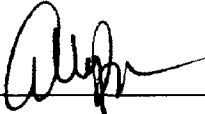
**TRADEMARK**  
**REEL: 002128 FRAME: 0119**

August 8, 2000  
Page Two

Please record this Assignment and Power of Attorney so that the registration will issue to assignee, and return the recorded Assignment to the undersigned at our Palo Alto office.

Very truly yours,

Gray Cary Ware & Freidenrich LLP

By:   
Allyn Taylor  
ataylor@graycary.com

Enclosures

cc: Jeanette Kull (w/o encl.)

**CERTIFICATE OF EXPRESS MAILING**

I do hereby certify that this document is being deposited with the United States Postal Service as Express Mail on AUGUST 14, 2000 in an envelope numbered EL315474002US addressed to:

Commissioner of Patents & Trademarks  
CG-4 1213 Jefferson Davis Hwy, Suite 320  
Washington, D.C. 20231

  
Signature