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Expires 06/30/99  
OMB 0651-0027

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

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11-30-00

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
- 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  
Execution Date  
Month Day Year  
11 02 2000

Name

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 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 Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS 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

TRADEMARK

REEL: 002197 FRAME: 0426

**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)

**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.

Tracy A. Bacigalupo  
Name of Person Signing

 11/27/00  
Signature

Date Signed

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

## Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

## Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

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

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 the Assignment.)

## 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)

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# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made this 2 day of ~~October~~ <sup>November</sup> 2000 (the "Effective Date"), by and among Katana, Inc., a Maryland corporation ("Katana, Inc."), Thomas E. Katana ("Mr. Katana"), Christopher S. Webb ("Mr. Webb") (Katana, Inc. and Messrs. Katana and Webb are collectively referred to herein as "Assignors") and Roundit, Inc., a Maryland corporation ("Roundit").

## RECITALS

WHEREAS, each Assignor desires to assign and transfer to Roundit all of its or his rights, title and interest in and to certain intellectual property rights as set forth below; and

WHEREAS, Roundit desires to accept such assignments under and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings set forth and described herein, the parties hereto, intending to be legally bound, agree as follows:

### 1. Assignment.

1.1 Grant. Each Assignor does hereby irrevocably assign, transfer, grant, convey and relinquish exclusively to Roundit, and its successors and assigns, all of such Assignor's rights, title and interest in and to any and all Intellectual Property Rights (as defined below). For purposes of this Agreement, the term "Intellectual Property Rights" means (a) the items listed on Schedule 1.1 attached hereto and made a part hereof, (b) all precursors, portions and work-in-progress with respect thereto and all inventions, works of authorship, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof, (c) all copyrights, patent rights, trade secret rights, trademark rights, service mark rights, sui generis database rights and all other intellectual and industrial property rights of any sort, throughout the universe, and (d) all business, contract rights, causes of action and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing, throughout the universe.

1.2 Representations and Warranties. With respect to the Intellectual Property Rights identified on Schedule 1.1 as being owned by it or him, each Assignor represents and warrants that (a) it or he owns the applicable Intellectual Property Rights free and clear of any encumbrances, liens, security interests or any restrictions on transfer, (b) it or he has all necessary power to assign the applicable Intellectual Property Rights to Roundit pursuant to this Agreement and (c) the transfer of the applicable Intellectual Property Rights to Roundit

pursuant to this Agreement will not infringe on any third party's intellectual property rights or conflict with the provisions of any agreement to which each such Assignor is a party.

1.3 Acknowledgement. Each Assignor acknowledges

(a) that there may be future rights that Roundit may otherwise become entitled to with respect to the Intellectual Property Rights that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed, and each Assignor specifically intends the foregoing assignment of rights to Roundit to include all such now known or unknown uses, media and forms of exploitation relating to the Intellectual Property Rights throughout the universe, and (b) that the operation of Roundit's business is dependent upon each Assignor's assignment of the Intellectual Property Rights which are exclusively owned by each and assigned to Roundit hereunder and the assignment of certain other intellectual property rights which are exclusively owned by AEGON USA, Inc., an Iowa corporation ("AEGON"), which AEGON is assigning to Roundit pursuant to an Intellectual Property Assignment Agreement, of even date herewith, among Roundit, AEGON and AUSA Holding Company, a Maryland corporation and wholly-owned subsidiary of AEGON ("AUSA").

1.4 Cooperation. Each Assignor shall, at the

request and expense of Roundit, without further consideration, promptly communicate to Roundit or its representatives or nominees any facts known to such Assignor respecting the Intellectual Property Rights, and will testify in any legal proceeding, sign all lawful papers, execute all applications and confirmations, make all rightful oaths and generally do everything reasonably possible to aid Roundit, its successors, assigns and nominees to obtain, maintain, perfect and enforce rights in and to the Intellectual Property Rights, including, without limitation: (a) applying for, obtaining, registering and vesting in the name of Roundit alone (unless Roundit directs otherwise) letters patent, copyrights, trademarks and other analogous protection in any country throughout the world and, when so obtained or vested, to renew, maintain or restore the same; and (b) defending in any judicial, opposition, interference or other proceeding or petition or application for revocation of such letters patent, copyrights, trademarks and other analogous protection.

2. Consideration. Concurrently with the execution of this Agreement, Roundit shall issue (a) to Mr. Katana 500,000 shares of Common Stock, \$.01 par value per share, of Roundit ("Common Stock"), and (b) to Mr. Webb 500,000 shares of Common Stock. The issuance of such shares of Common Stock shall be the only consideration required of Roundit.

3. No Assignment. Neither this Agreement nor the Intellectual Property Rights conveyed hereby may be assigned or

in any manner transferred, in whole or in part, by Roundit without the prior written consent of a majority of Mr. Katana, Mr. Webb and AUSA. Further, Roundit may not license, or otherwise permit any third party to use in any way, any of the Intellectual Property Rights without the prior written consent of a majority of Mr. Katana, Mr. Webb and AUSA. In the event of Mr. Katana's or Mr. Webb's death or termination as an employee of Roundit by Roundit for Cause (as defined below) or by Mr. Katana or Mr. Webb for any reason other than for Good Reason (as defined below), the rights set forth in this Section 3 shall expire with respect to the individual whose employment terminated under any of the foregoing circumstances. In the event AUSA, Mr. Katana or Mr. Webb ceases to be a stockholder of Roundit for any reason, the rights set forth in this Section 3 shall expire with respect to such individual or entity. Upon the consummation of a Qualified Initial Public Offering (as defined in a Stockholders' Agreement, of even date herewith, among Roundit, Assignors and AUSA), the rights set forth in this Section 3 shall expire with respect to all of the parties to this Agreement, as well as AEGON and AUSA.

For purposes of this Agreement, the term "Cause" is limited to (a) conviction of an Assignor for, or entry of a plea of guilty or nolo contendere by an Assignor with respect to, any felony or any crime involving an act of moral turpitude; (b) stealing or embezzlement from Roundit by an Assignor; or (c) gross negligence or willful misconduct in the performance of an Assignor's duties; provided, however, that termination of an Assignor for any act or omission described in clause (c) above shall not constitute Cause unless such Assignor shall have first received written notice from the Board of Directors of Roundit stating the nature of the conduct forming the basis for termination and affording such Assignor fifteen (15) days to correct the act or omission so described.

For purposes of this Agreement, the term "Good Reason" means (a) a determination by an Assignor in good faith that due to acts of Roundit or a Successor (as defined below) he is unable effectively to carry out his duties and responsibilities; (b) a material change in the duties and responsibilities assigned to an Assignor, including (without limitation) a demotion in title or position; (c) the transfer of an Assignor's principal place of business to a location more than fifty (50) miles from Roundit's current principal place of business; or (d) the failure or refusal of a Successor to assume all duties and obligations of Roundit to an Assignor.

For purposes of this Agreement, the term "Successor" means any successor or surviving entity in any Change in Control (as defined below).

For purposes of this Agreement, the term "Change in Control" means the consummation of any of the following: (a) the

sale of all or substantially all of Roundit's assets; (b) a merger, consolidation or share exchange if Roundit is not the surviving entity in such transaction or if, upon consummation of such transaction, persons who were stockholders of Roundit prior to the consummation of such transaction own less than fifty percent (50%) of the voting power of the surviving entity or a majority of the board of directors of the surviving entity is not comprised of persons who were directors of Roundit immediately prior to the consummation of such transaction; or (c) the acquisition by any person or entity, directly or indirectly, of an aggregate of fifty percent (50%) or more of the voting power of Roundit, whether in a single or integrated transaction and however effected, including by merger or consolidation.

4. Miscellaneous.

4.1 Successors. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors and assigns.

4.2 Governing Law. This Agreement is governed by and will be construed under and in accordance with the laws of the State of Maryland.

4.3 No Waiver. No delay or omission by either party in exercising any right under this Agreement will operate as a waiver of such rights or any other right.

4.4 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile signatures shall have the same binding effect as original signatures.

4.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

4.6 Amendments. The provisions of this Agreement may be amended with the prior written consent of each of (a) Roundit and (b) two out of three of AUSA, Mr. Katana and Mr. Webb.


4.7 Third Party Beneficiary. AUSA is an intended third party beneficiary of this Agreement and has the right to enforce this Agreement.

[INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the Effective Date.

ASSIGNORS:

  
\_\_\_\_\_  
Thomas E. Katana (SEAL)

  
\_\_\_\_\_  
Christopher S. Webb (SEAL)

KATANA, INC.

By:   
\_\_\_\_\_  
Thomas E. Katana,  
President (SEAL)

ROUNDIT, INC.

By:   
\_\_\_\_\_  
Thomas E. Katana,  
President (SEAL)



Intellectual Property Rights

1. Domain Name Registrations for Roundit.com, Roundit.org and Roundit.net issued to Katana, Inc. attached hereto as Exhibit 1.
2. The Confidential Business Plan of Roundit, Inc., dated August 21, 2000, the author and sole copyright owner of which is Thomas E. Katana attached hereto as Exhibit 2.
3. Service Mark Application for ROUNDIT, Serial Number 76/012519, filed with the United States Patent and Trademark Office on March 29, 2000, the applicant of which is Thomas E. Katana attached hereto as Exhibit 3.
4. Patent Application for Patronage Incentive System and Method for Internet-Based Retail Businesses, Serial Number 09/531,412, filed with the United States Patent and Trademark Office on March 20, 2000, the co-inventors and applicants of which are Thomas E. Katana and Christopher S. Webb attached hereto as Exhibit 4.