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FORM PTO-1618A

Expires 6/30/99
OMB 0651-0027

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original documents(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 receiving parties attached

Name Loughlin Creative, Inc.

Execution Date
Month Day Year
December 5, 2000

Formerly []

- Individual General Partnership Limited Partnership Corporation Association
- Other []
- Citizenship United States

2325341

Receiving Party

Mark if additional names of receiving parties attached

Name CardStore.com, Inc.
 DBA/AKA/TA []
 Composed of []
 Address (line 1) 1185 Park Avenue
 Address (line 2) Emeryville, California 94608
 Address (line 3) []

- Individual General Partnership Limited Partnership Corporation Association
- Other []
- State of Incorporation California Corporation
- 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).

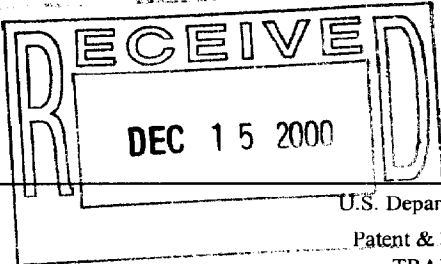
FOR OFFICE USE ONLY

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 Budget 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

01/05/2001 AAHMED1 00000056 071907 2325341
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Page 2

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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

Name Joanna Sacavitch, Esq. 415-836-2524
 Address (line 1) Gray Cary Ware & Freidenrich LLP
 Address (line 2) 400 Hamilton Avenue
 Address (line 3) Palo Alto, California 94311
 Address (line 4) []

Pages

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

5

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)		
[]	[]	[]	[2,325,341]	[]	[]
[]	[]	[]	[]	[]	[]
[]	[]	[]	[]	[]	[]

Number of Properties

Enter the total amount of properties involved. 1

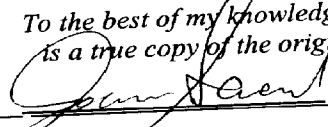
Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$40

Method of Payment: Enclosed Deposit Account x
 Deposit Account: 07-1907
 (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.


 Joanna Sacavitch
 JOANNA SACAVITCH
 Signature
 12/12/00
 Date Signed

ACQUISITION OF TOUCHPOINT SERVICEMARK

THIS AGREEMENT is made (the "Agreement") by and between Loughlin Creative, Inc., a Virginia corporation, with an address at 1000 Potomac Street, N.W., Washington, D.C. 20007 and its successors and assigns (the "Seller") and CardStore.com, Inc. a California corporation, with an address at 1185 Park Avenue, Emeryville, California 94608 ("the "Purchaser").

RECITALS

WHEREAS, the Seller is the sole owner of "TouchPoint Marketing", including a U.S. servicemark registration therein, number 2325341 (referred to herein as the "Mark").

WHEREAS, the Seller desires to sell, transfer and assign to the Purchaser, and the Purchaser desires to purchase from the Seller, all of the Seller's right, title and interest in the Mark, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. Assignment. Seller does hereby sell, assign, transfer and convey to the Purchaser, and the Purchaser does hereby purchase from the Seller, all of the right, title and interest, worldwide, in and to the Mark pursuant to the form of Assignment of Servicemark set forth in Exhibit A hereto.

2. Purchase Price. In consideration of the assignment of Mark, Purchaser agrees to (i) pay to Seller one hundred twenty thousand dollars (\$120,000) (the "Cash Consideration") and (ii) on the date that is not later than one year from the Effective Date (the "Trigger Date") issue to Seller or its designee the Purchaser's Securities (as defined below) (the "Stock Consideration"). The Stock Consideration shall be issued and delivered to Seller in the form of Series C Stock on the closing date of the sale of Series C Preferred Stock; provided that such closing occurs not later than the Trigger Date. If such closing has not occurred by the Trigger Date, Purchaser will issue and deliver the Loughlin Common Stock to Seller on such date. Notwithstanding the foregoing, Purchaser shall issue and deliver to Seller the Loughlin Common Stock in the event that Series C Stock has not been issued upon the occurrence before the Trigger Date of any of the following:

(x) consummation of a Corporate Sale; and

(y) issuance of any class or series of Purchaser's capital stock (other than Series C Preferred Stock) which results in proceeds to the Company of at least \$1,000,000.

2.1 "Securities" shall mean the Series C Stock or the Loughlin Common Stock, as the case may be.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by the authorized representatives of each of the parties, effective as of the date last signed below ("Effective Date").

Seller:

Loughlin Creative, Inc.

By: Kath P. Loughlin

Print Name: KATH P. LOUGHLIN

Title: PRESIDENT

Date: 12/5/00

Purchaser:

CardStore.com, Inc.

By: [Signature]

Print Name: JINEE TAO

Title: CEO

Date: 12/1/00

ASSIGNMENT OF SERVICEMARK

WHEREAS, Loughlin Creative, Inc., a Virginia corporation with a principal place of business at 1000 Potomac Street, NW, Washington DC 20007 (hereinafter "ASSIGNOR"), is the owner of the following U.S. registration service mark application for the Mark set forth below:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TouchPoint Marketing	2325341	March 7, 2000

WHEREAS CardStore.com, Inc., a corporation, organized and existing under the laws of the State of California having its principal place of business at 1185 Park Avenue, Emeryville, California 94608 (hereinafter "ASSIGNEE"), is desirous of acquiring all right, title and interest in the above-referenced mark and said registrations (the "Mark");

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, said ASSIGNOR does hereby assign unto said ASSIGNEE all right, title, and interest in and to said Mark and said registration therefor in the United States and throughout the world, if any, together with all common law rights and the goodwill of the business symbolized thereby, and together with the right to recover from third parties for damages and profits for past, present and future infringements thereof, if any.

The ASSIGNOR undertakes at the request and expense of the ASSIGNEE to do all acts and execute all documents which may be necessary to confirm the title of the ASSIGNEE to the Mark assigned, whether in connection with any registration of such title or otherwise.

ASSIGNOR, hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in ASSIGNEE or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Mark that may have accrued in ASSIGNOR's favor from the respective date of first use to the Effective Date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

This agreement shall be deemed effective only as of the date on which it has been fully executed by both parties. It shall remain an offer which may at any time be revoked and shall not be deemed effective unless and until both parties have executed this Agreement in full. It may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.