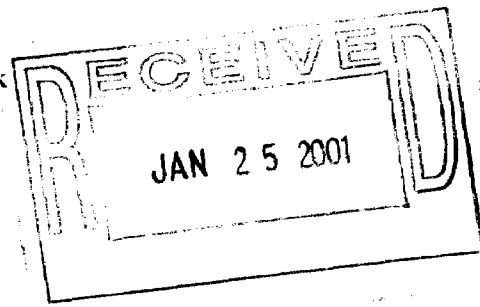


02-01-2001



101601819
Assignment of Trademark
Recordation Cover Sheet



1. 25-01

To: Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Please record the attached document against the indicated registration numbers.

(1) Name of Party Conveying the Interest

TapConnect On-Line Services, Inc, an Alabama corporation.

(2) Name and Address of Party Receiving the Interest

Tapscan, Incorporated
3000 Riverchase Galleria
Eighth Floor
Birmingham, Alabama 35244

(3) Description of Interest Conveyed or Transaction to be Recorded

By the attached Bill of Sale and Assignment Agreement dated July 27, 2000 by and between TapConnect On-Line Services, Inc., an Alabama corporation as Assignor and Tapscan, Incorporated, an Alabama corporation, as Assignee, TapConnect On-Line Services, Inc., conveyed all right and interest in (a) U.S. Registered Trademark No. 2,167,563, registered June 23, 1998; and (b) U.S. Registered Trademark/Service Mark No. 2,197,565, Registered October 20, 1998.

(4) Registration Numbers Against Which the Document is to be Recorded

Reg. No. 2,167,563

Reg. No. 2,197,565

(5) Correspondence concerning the request to record the attached documents to the indicated Registrations should be directed to the following:

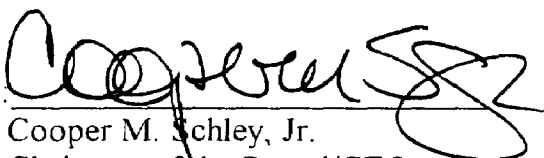
Robert G. Kalik, Esq.
Nateman Kalik Lewin
5247 Wisconsin, Avenue, N.W., No. 5
Washington, DC 20015
Telephone: 202-537-2290
Facsimile: 202-537-2291
E-mail: rkalik@nkl-lawgroup.com

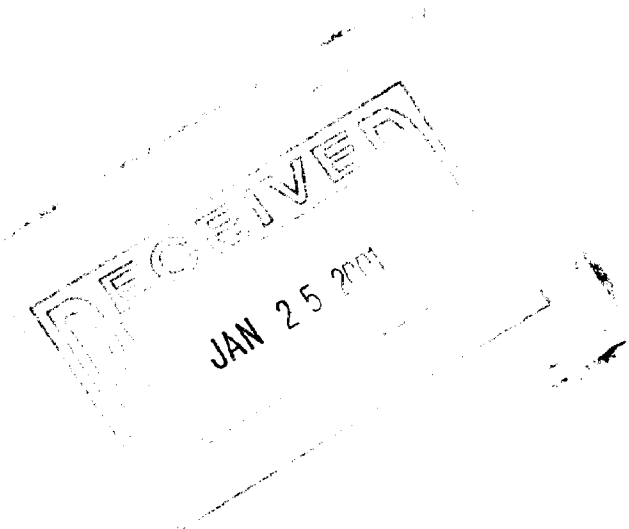
01/24/2001 DBYRNE 00000286 2167563
40.00 OP
25.00 UP
15.00 OP
01 FC:481
02 FC:482
03 FC:998

- (6) This cover sheet applies to two (2) Trademark Registrations. The total fee enclosed is Eighty Dollars (\$80.00).
- (7) The attached document was executed July 27, 2000.
- (8) The Assignee of the trademark is not domiciled outside the United States, therefore no appointment of domestic representative has been executed and none is enclosed.
- (9) To the best of the information and belief of the undersigned, the information contained in this Cover Sheet is true and correct and the copy of the attached document submitted herewith is a true and correct copy of the original document.

IN WITNESS WHEREOF, the undersigned has executed this Cover Sheet and submits the attached document for recordation against the indicated registration numbers and registered trademarks as of this 27th day of July, 2000.

TapConnect On-Line Service, Inc.,
An Alabama corporation

BY: 
Cooper M. Schley, Jr.
Chairman of the Board/CEO



BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT, (the "Agreement") is entered into effective as of the 4th day of August, 2000 (the "Effective Date"), by and between TapConnect On-Line Services, Inc., a corporation organized and existing under the laws of the State of Alabama ("Assignor"), and Tapscan, Inc., a corporation organized and existing under the State of Alabama ("Assignee").

WITNESSETH

WHEREAS, pursuant to that certain Stock Purchase Agreement dated August 4, 2000 (the "Stock Purchase Agreement"), between Assignee, and BuyMedia, Inc., a corporation organized and existing under the laws of the State of California as Buyer, Buyer will acquire all of the issued and outstanding shares of stock of Assignee and thereby become the owner of, among other things, certain assets; enumerated in Annex 1 attached hereto (the "Certain Assets");

WHEREAS, Assignor owns the Certain Assets and has permitted assignee use of the Certain Assets;

WHEREAS, Assignor wishes to transfer all rights, title, and interest in the Certain Assets;

WHEREAS, the parties hereto desire to effect the sale of these certain assets upon the terms and conditions contained herein; and

WHEREAS, concurrent with execution of this Agreement, Assignee has executed a certain Promissory Note in favor of Assignor in the amount of Two Hundred Eighty-Six Thousand Nine Hundred Forty Dollars and Twenty-One Cents (\$286,940.21) representing all amounts currently due and payable to Assignee to Assignor;

NOW, THEREFORE for and in consideration of the certain Promissory Note, and Ten Dollars (\$10.00), and of the mutual promises and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and deemed legally sufficient, the parties hereto hereby agree as follows:

1. Sale of Assets. Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee all rights, title and interest in the Certain Assets.

TO HAVE AND TO HOLD said Assets unto its successors and assigns free and clear of all liens, claims, and encumbrances, to and for its or their use forever, and Assignor does hereby, for itself and its Successors, heirs and assigns, warrant and forever defend, all and singular of the Certain Assets unto Assignee and Assignee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided however, that

the warranty of title hereinabove provided shall be limited to the extent and only the extent that Assignor received a warranty of title from the predecessor in interest with respect to the Certain Assets of Assignor when Assignor acquired the Assets from Seller.

2. Disclaimer of Representations and Warranties. The Certain Assets are sold in an "as-is" condition as of the effective date. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE MADE BY ASSIGNOR AND ASSIGNOR NEITHER ASSUMES OR AUTHORIZES ANY PERSON TO ASSUME FOR IT, ANY OTHER OR DIFFERENT LIABILITY IN CONNECTION WITH THE ASSETS, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS AGREEMENT, AND ASSIGNOR SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. Furthermore, Assignor is not making any representation or warranty concerning any third person consents necessary in order to consummate the transactions contemplated hereby and the parties hereto agree that Assignor is obligated to consummate the transactions contemplated hereby regardless of whether any such consents have been obtained. In addition, Assignee acknowledges and agrees that it has inspected and fully satisfied itself as to the existence and condition of the Assets and has received all information necessary to make a decision to acquire the Assets.

3. Definitions. Capitalized terms used herein and not, otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to the conflicts of law provisions thereof.

5. Amendments; Waiver. This Agreement may be amended only by an instrument in writing executed by the parties hereto. The waiver or any covenant, condition or breach of any provision of this Agreement must be in writing, and any such waiver shall not operate or be construed as a waiver of any subsequent or continuing condition.

6. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if hand delivered or if mailed from within the United States by first class United States mail, postage prepaid, or by overnight carrier guaranteeing next-day delivery, or, if from outside the United States, by overnight carrier guaranteeing next-day delivery, and addressed as follows:

IF TO ASSIGNOR: c/o Nateman Kalik Lewin
5247 Wisconsin Avenue, N.W., No. 5
Washington, DC 20015
Attn: Robert G. Kalik, Esq.

IF TO ASSIGNEE: Tapscan, Inc.
3000 Riverchase Galleria
Eighth Floor
Birmingham, Alabama 35244
Attn: President

7. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date of the making of any claim hereunder, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Venue for such arbitration shall be Birmingham, Alabama..

8. Binding Effect. This Agreement shall be inure to the benefit of the parties hereto, and their Successors and assigns.

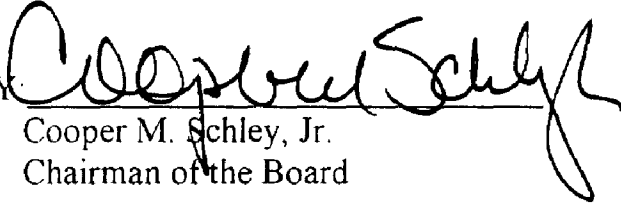
9. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original document, but all of which counterparts shall together constitute one and the same instrument. This Term Sheet shall not be effective unless and until executed by all parties hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Bill of Sale and Assignment Agreement has been executed by TapConnect On-Line Services, inc. and Tapscan, Incorporated effective as of the 4th day of August, 2000.

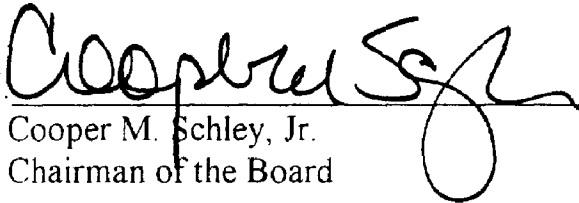
ASSIGNOR

TapConnect On-Line Services, Inc.

BY: 
Cooper M. Schley, Jr.
Chairman of the Board

ASSIGNEE

Tapscan, Inc.

BY: 
Cooper M. Schley, Jr.
Chairman of the Board

ANNEX 1

Assets Transferred

Trademark/Service Mark "TAPCONNECT" and logo as registered with the United States Patent and Trademark Office, Reg. No. 2,197,565, Registered October 20, 1998

Trademark "TAPCONNECT" as registered with the United States Patent and Trademark Office, Reg. No. 2,167,563, Registered June 23, 1998

Software Source Code for TapConnect Version 1.54

Software Source Code for DataScan Version 1.95