

03-22-2001



101643547

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

3-6-01

Submission Type

- New
- Resubmission (Non Recordation)  
Document ID#
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name **Spree.com Corp.**

Execution Date  
Month Day Year  
**2/20/01**

Formerly

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

Citizenship/State of Incorporation/Organization **Pennsylvania**

Receiving Party

Mark if additional names of receiving parties attached

Name **BTF PA Corporation**

DBA/AKA/TA

Composed of

Address (line 1) **8700 W. Bryn Mawr**

Address (line 2)

Address (line 3) **Chicago**

City

**IL**

State/County

**60631**

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**

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: 002255 FRAME: 0137

03/21/2001 LAMUELLER 00000170 75388818

40.00 DP  
550.00 DP

01 EC 481  
02 EC 481

**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 **312-321-4245**

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.

**14**

**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)**

75/388,818	75/505,949	75/784,188
76/005,627	76/005,808	76/123,539
76/123,540	76/123,531	76/120,824

2,216,442	2,251,131	2,214,684
2,209,044	2,287,142	2,237,820
2,258,828	2,310,322	2,221,427

**Number of Properties**

Enter the total number of properties involved.

**#23**

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

**\$590.00**

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:

**#23-1925**

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 deposition account are authorized, as indicated herein.*

**Scott J. Slavick**

Name of Person Signing

*Scott Slavick*  
Signature

*3/1/01*

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

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

Enter Additional Receiving Party

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  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

**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)**

76/150,979	76/150,978	76/150,977
<input type="text"/>	<input type="text"/>	<input type="text"/>
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2,208,600	2,161,51693	<input type="text"/>
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**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT**

THIS ASSIGNMENT (the "Assignment") is made and entered into this 20<sup>th</sup> day of February, 2001, by Spree.com Corp., a Pennsylvania corporation ("Assignor"), and BTF PA Corporation, a Delaware corporation ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor and Assignee have entered into an Asset Sale Agreement dated as of January 24, 2001 (the "Sale Agreement"), providing for the sale by Assignor of assets owned by Assignor and related to the business of internet sales and operating an internet web site promoting and offering consumer incentives to purchase various goods and services ("Assignee's Business");

WHEREAS, Assignor agrees in Section 2.01(a) of the Sale Agreement to irrevocably assign to Assignee Assignor's entire right, title and interest in and to all intellectual property, including without limitation the intellectual property set forth in Schedule 4.17(a)(1)-(4) of the Sale Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound:

**DEFINITIONS**

The following definitions shall apply to this Assignment:

"Intellectual Property" shall mean all Copyrights, Trademarks, Patents, and Trade Secrets, and any and all other confidential or proprietary information.

"Copyrights" shall mean all United States and foreign works of authorship, software (in object and source code formats), databases, and semiconductor chip/mask works, including any United States and foreign registrations for, or applications to register, any of the foregoing, including the registrations and applications (if any) listed in attached Schedule 4.17(a)4.

"Trademarks" shall mean all United States and foreign trademarks, service marks, logos, designs, slogans, trade names, domain names, package designs, product designs, and assumed names, including any United States and foreign registrations for, or applications to register, any of the foregoing, including the registrations, applications, and domain names (if any) listed in attached Schedules 4.17(a)2 and 4.17(a)3.

"Patents" shall mean all United States and foreign inventions, improvements, technical information, technologies, and know-how, including all United States and foreign

patents or patent applications relating thereto, including the patents and applications (if any) listed in attached Schedule 4.17(a)1, and including all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations.

“Trade Secrets” shall mean all United States and foreign proprietary processes, technologies, methods, formulas, inventions, improvements, technical information, technologies, and know-how, including without limitation the design, development, manufacture, and use thereof.

### COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name;

2. Assignee hereby accepts the foregoing assignment and expressly assumes all liabilities, debts and obligations associated with the Copyrights to the limited extent set forth in the Sale Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation that may constitute a Retained Liability (as defined in the Sale Agreement);

3. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining copyright protection for, and confirming Assignee's title to, the Copyrights, at Assignee's sole expense;

### TRADEMARKS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name;

5. Assignee hereby accepts the foregoing assignment and expressly assumes all liabilities, debts and obligations associated with the Trademarks to the limited extent set forth in the Sale Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation that may constitute a Retained Liability (as defined in the Sale Agreement);

6. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the

execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars;

### PATENTS

7. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name;

8. Assignee hereby accepts the foregoing assignment and expressly assumes all liabilities, debts and obligations associated with the Patents to the limited extent set forth in the Sale Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation that may constitute a Retained Liability (as defined in the Sale Agreement);

9. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices;

### TRADE SECRETS

10. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name;

11. Assignee hereby accepts the foregoing assignment and expressly assumes all liabilities, debts and obligations associated with the Trade Secrets to the limited extent set forth in the Sale Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation that may constitute a Retained Liability (as defined in the Sale Agreement);

12. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense;

GENERAL

13. Assignor represents and warrants to Assignee that the Intellectual Property being sold, assigned, and transferred to Assignee by this instrument constitutes all U.S. and foreign Copyrights, Trademarks, Patents, and Trade Secrets used in or related to Assignor's Business (as defined in the first "WHEREAS" clause of the Sale Agreement);

14. Assignor represents, covenants and warrants with and to Assignee that the rights, titles, and interests herein sold, assigned and transferred to Assignee are free and clear of any liens, encumbrances or claims, that Assignor has full right to convey the same rights, titles, and interests, and that, to the best of Assignee's knowledge, Assignee's use of the Intellectual Property being conveyed to Assignee herein does not infringe the rights of any third parties;

15. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

16. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania;

17. This Assignment and the Sale Agreement contain the entire agreement and understanding of the parties relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties; and

18. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties to this Assignment have duly executed it as of the date set forth above.

SPREE.COM CORP.

BTF PA CORPORATION

By: M.A.M.S.  
Name: MARLIARST A. MCGREGOR  
Title: PRESIDENT + CEO

By: \_\_\_\_\_  
Name:  
Title:

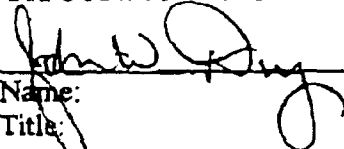


IN WITNESS WHEREOF, the parties to this Assignment have duly executed it as of the date set forth above.

SPREE.COM CORP.

BTF PA CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

By:  \_\_\_\_\_  
Name:  
Title:



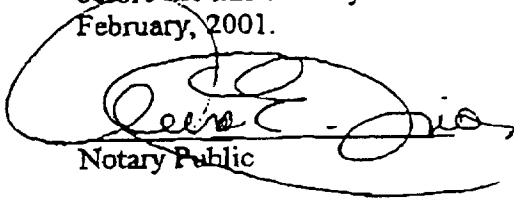
ACKNOWLEDGMENT

STATE OF ILLINOIS  
COUNTY OF COOK

ss.

John W. Dwyer, being duly sworn, says that he is the Executive Vice President, Chief Financial Officer and Treasurer of BTF PA Corporation, a Delaware corporation, and acknowledges that he did sign the Intellectual Property Rights Assignment on behalf of BTF PA Corporation, pursuant to due authority.

Sworn to and subscribed  
before me this 16<sup>th</sup> day of  
February, 2001.



Notary Public



**Schedule 4.17(a) 1 Intellectual property – Patents**

**PATENT APPLICATIONS**

9940-34US

US Patent Application No 09/644,906: Non-Provisional Patent Application entitled: "Electronic Marketplace of Plural Merchants with Recording of Customer Activity at the Marketplace Merchants"

Status: The patent application was filed on August 24, 2000, and is currently in patent pending. No Office Actions have been received to date. The patent application covers selected aspects of the Spree.com Marketplace Web Site.

**Schedule 4.17(a) 2 Intellectual property – Trademarks**

**Pending Trademark Applications**

SPREE GIFT ASSISTANT - 75/388,818  
 SPREEBOOKS and Design - 75/505,949 (abandoned)  
 SPREE MEMBERS - 75/784,188  
 S SPREE.COM YOUR CASHBACK CONNECTION – 76/005,627  
 “S” and Design - 76/005,808  
 E-VALUEPLUS.COM – 76/123,539  
 E-VALUEPLUSSOLUTIONS.COM – 76/123,540  
 E-VALUEPLUS – 76/123,531  
 E-VALUEPLUS and Design – 76/120,824  
 EVP – 76/150,979  
 EVP – 76/150,978  
 E-VP – 76/150,977

**Registered Trademarks**

CAFÉ D’ALMA	2,216,442
WHERE IT PAYS TO SHOP	2,251,131
YOU REVIEW	2,214,684
QUOTATION STATION	2,209,044
SPREE INDEPENDENT PARTNERS and Des.	2,287,142

PIXEL PETALS	2,237,820	
SPREE.COM and Design	2,258,828	
SPREE.COM	2,310,322	
MORE THAN JUST THE WORLD'S LARGEST BOOKSTORE		2,221,427
SMARTCART	2,208,600	
SPREE (Stylized)	2,161,516	

## Schedule 4.17(a) 3 Intellectual Property - Domain Names

**Spree.Com  
Corp  
Second Level  
Domain Names**

Name	Primary DNS	Secondary DNS	Notes
0SPREE.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
4PALMPILOT.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
ANNIVERSARYFLOWERS.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
PALMPCS.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
PRIVATEPASSION.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREE.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	Renewed 12/6/2000
SPREE.NET	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREEBOOKS.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREECIGARS.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREECOMMUNICATIONS.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREECOMPUTERS.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREEELECTRONICS.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREEFLOWERS.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREEGIFTS.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREEJEWELRY.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREEMAIL.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREEMAIL.NET	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREEMUSIC.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREEPETS.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREEVIDEO.COM	NS1.SPREE.COM	SPREEFEED.SPREE.COM	
SPREEMEMBERS.COM	NS1.SPREE.COM	NS2.SPREE.COM	Purchased 1-13-00
SPREEMEMBERS.NET	NS1.SPREE.COM	NS2.SPREE.COM	Purchased 1-13-00
SPREEMEMBERS.ORG	NS1.SPREE.COM	NS2.SPREE.COM	Purchased 1-13-00
SPREE-MEMBERS.COM	NS1.SPREE.COM	NS2.SPREE.COM	Purchased 1-13-00
SPREE-MEMBERS.NET	NS1.SPREE.COM	NS2.SPREE.COM	Purchased 1-13-00
SPREE-MEMBERS.ORG	NS1.SPREE.COM	NS2.SPREE.COM	Purchased 1-13-00
SPREECAL.COM	NS1.SPREE.COM	NS2.SPREE.COM	Purchased 3-23-00
SPREECAL.NET	NS1.SPREE.COM	NS2.SPREE.COM	Purchased 3-23-00
SPREECAL.ORG	NS1.SPREE.COM	NS2.SPREE.COM	Purchased 3-23-00
SPREECALENDAR.COM	NS1.SPREE.COM	NS2.SPREE.COM	Purchased 3-23-00
SPREECALENDAR.NET	NS1.SPREE.COM	NS2.SPREE.COM	Purchased 3-23-00
SPREECALENDAR.ORG	NS1.SPREE.COM	NS2.SPREE.COM	Purchased 3-23-00
EVALUEPLUS.COM	NS1.SPREE.COM	NS2.SPREE.COM	Trnsfd fm Preble on 6-21-00
EVALUEPLUS.NET	NS1.SPREE.COM	NS2.SPREE.COM	Trnsfd fm Preble on

**Schedule 4.17(a) 4 Intellectual Property - Copyrights**

None