

06-01-2001



101737196

TRADEMARK APPLICATION OR REGISTRATION ASSIGNMENT
RECORDATION COVER SHEET

01-01-01

To the Commissioner for Trademarks:

Docket Number: RDPL-002

1. NAME - CONVEYING PARTY(IES):

Nestor, Inc.

- Individual - Jurisdiction:
- Association - Jurisdiction:
- General Partnership - Jurisdiction:
- Limited Partnership - Jurisdiction:
- Corporation - Jurisdiction: Delaware
- Other - Jurisdiction:

Additional name(s) attached?

- Yes No

3. NATURE OF CONVEYANCE:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: May 1, 2001

2. NAME & ADDRESS - RECEIVING PARTY:

Name: Retail Decisions, Inc.
 Street Address: 100 Village Court- Suite 102
 City: Hazlet
 State: NJ
 Zip: 07730

- Individual(s) citizenship - Jurisdiction:
- Association - Jurisdiction:
- General Partnership - Jurisdiction:
- Limited Partnership - Jurisdiction:
- Corporation - Jurisdiction: New Jersey
- Other - Jurisdiction:

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes No

Additional name(s) & address(es) attached?

- Yes No

4. APPLICATION NUMBER(S) OR REGISTRATION NUMBER(S):

A. Trademark Application No.(s)

75/906409

B. Trademark Registration No.(s)

- 2,050,701
- 2,160,597
- 2,324,090
- 2,324,091
- 2,324,092
- 2,327,365
- 2,439,643

Additional numbers attached? Yes No

**5. NAME AND ADDRESS OF PARTY TO WHOM
CORRESPONDENCE CONCERNING THIS
REQUEST TO RECORD THE DOCUMENT
SHOULD BE MAILED:**

Name: Michelle Georges
Street: Ropes & Gray
One International Place
City: Boston
State: MA
Zip / Postal Code: 02110
Country: United States

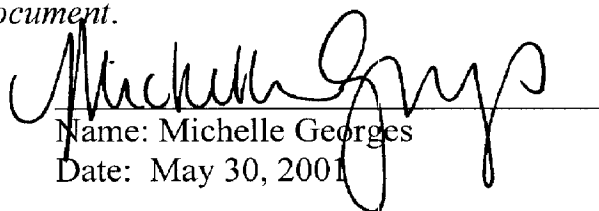
**6. TOTAL NUMBER OF APPLICATIONS AND
REGISTRATIONS INVOLVED:**

7. TOTAL FEE (37 CFR § 3.41):

- Enclosed.
 Authorized to be charged to deposit
account 18-1945.
 Authorized to charge additional fees to
deposit account 18-1945.

8. 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.*


Name: Michelle Georges
Date: May 30, 2001

Total number of pages including cover sheet, attachments and document: 7

**ASSIGNMENT OF TRADEMARKS,
TRADEMARK APPLICATIONS AND GOODWILL**

THIS ASSIGNMENT OF TRADEMARKS, TRADEMARK APPLICATIONS AND GOODWILL is made as of May 1, 2001 by NESTOR, INC., a Delaware corporation ("Nestor"), to RETAIL DECISIONS, INC., a New Jersey corporation (the "ReD").

R E C I T A L S:

WHEREAS, ReD and Nestor have entered into a certain License Agreement dated as of the date hereof (the "Agreement"), under the terms of which Nestor has agreed to sell and transfer, and ReD has agreed to purchase, the Assets (as defined in the Agreement);

WHEREAS, Nestor is the owner of the trademarks, service marks, trademark and service mark registrations, trade names, trade dress, logos and trademark and service mark applications listed on Schedule A hereto (the "Trademarks"), which, together with the products and goodwill associated with the Trademarks, constitute part of the Assets; and

WHEREAS, pursuant to the Agreement, ReD desires to obtain all of Nestor's right, title and interest in, to and under the Trademarks, subject to the terms and conditions of the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Nestor, Nestor hereby: (a) sells, conveys, assigns, transfers and delivers to ReD, its successors and assigns, all of its right, title and interest throughout the world in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon and all foreign counterparts thereof, and all records and files relating thereto, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of Nestor in all matters related thereto, all subject to the terms and conditions of the Agreement; and (b) agrees to take such further action and to execute such additional documents as may be necessary to perfect ReD's title in and to the Trademarks and all foreign counterparts thereof.

Nestor hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Assignment of Trademarks, Trademark Applications and Goodwill to ReD. Nestor hereby further requests the Commissioner to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to ReD as assignee of the entire interest. Nestor hereby represents and covenants that it (a) has full right to

convey the entire interest herein assigned and (b) has not executed, and will not execute, any agreements inconsistent herewith.

In the event that any provision of this Assignment of Trademarks, Trademark Applications and Goodwill is construed to conflict with a provision of the Agreement, the provision of the Agreement shall be deemed controlling. The provisions of Sections XII.G and XII.H of the Agreement shall apply to this Assignment of Trademarks, Trademark Applications and Goodwill.

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SCHEDULE A
TO
ASSIGNMENT OF TRADEMARKS,
TRADEMARK APPLICATIONS AND GOODWILL

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PRISM (US)	2,050,701	04/08/1997
MERCHANTALERT (US)	2,160,597	05/26/1998
PRISM CREDIT (US)	2,324,090	02/29/2000
PRISM DEBIT (US)	2,324,091	02/29/2000
PRISM MERCHANT (US)	2,324,092	02/29/2000
CAMPAIGNONE (US)	2,327,365	03/07/2000
E-FRAUD	2,439,643	03/27/2001

Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
ECLIPSE (US)	75/906409	01/31/2000