

09-10-2001



TRADEMARK

9-4-01

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SEP - 4 2001

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

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

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  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

09/07/2001 TDIAZ1 00000278 76128050

01 FC:481  
02 FC:482

40.00 DP  
25.00 DP

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: 002363 FRAME: 0735

**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

212-848-7837

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.

#

4

**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)

<input type="text" value="76/128,050"/>	<input type="text" value="75/719,805"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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:

#

50-0324

Authorization to charge additional fees:

Yes



No

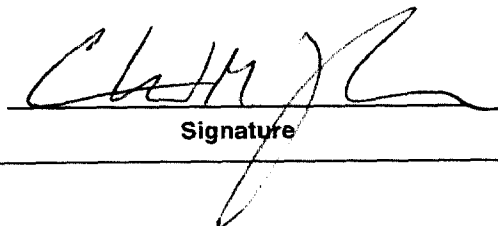


**Statement and Signature**

*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.*

Chad M. Yohn

Name of Person Signing



Signature

August 31, 2001

Date

**ML Trademark Agreement**

This ML TRADEMARK AGREEMENT (this "Assignment"), dated as of August 13, 2001, between MERRILL LYNCH & CO., INC., a Delaware corporation ("Assignor"), and i-DEAL LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to a Contribution Agreement dated as of the date hereof (the "Contribution Agreement"), pursuant to which Assignor is contributing the ML Assets (as defined in the Contribution Agreement) to the Assignee;

WHEREAS, Assignor is the owner of the trademark applications set forth on Schedule A hereto (the "Scheduled Trademarks") and uses or has a *bona fide* intent to use such trademarks in connection with the ML Assets and the goods or services for which such applications have been filed;

WHEREAS, upon execution of the Contribution Agreement, Assignee will be the successor to that ongoing and existing portion of Assignor's business to which the Scheduled Trademarks pertain, and

WHEREAS, this Agreement shall be executed concurrently with the execution of the Contribution Agreement.

NOW THEREFORE, for the consideration set forth in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Scheduled Trademarks including without limitation all rights therein provided by international conventions and treaties and the past, present and future goodwill of the business symbolized by or affiliated with such trademarks (collectively, the "Trademark Rights"). This Assignment is intended to be an absolute assignment and not by way of security.

2. Further Assurances. Assignor hereby covenants that it shall not enter into any agreement in conflict with this Assignment. Assignor agrees to execute and deliver such other documents and instruments and to take all such other actions as Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment.

3. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws except that New York General Obligations Law Section 5-1401 shall apply.

IN WITNESS WHEREOF, each of Assignor and Assignee have executed this Assignment as of the day and year first above written.

MERRILL LYNCH & CO., INC.

By: \_\_\_\_\_

Name:

Title:

I-DEAL LLC

By: Scott Banuelos

Name: Scott Banuelos

Title: President

IN WITNESS WHEREOF, each of Assignor and Assignee have executed this Assignment as of the day and year first above written.

MERRILL LYNCH & CO., INC.

By: *Lawrence A. Tos*  
Name: *Lawrence A. Tos*  
Title: *Managing Director*

I-DEAL LLC

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

**SCHEDULE A**

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status</u>
"i-Deal" name and logo	76-128,050	Sept. 14, 2000	Pending
IDEAL	75-719,805	June 03, 1999	Pending