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FORM PTO 1618A
Expires 06/30/99
OMB 0651-0027

11-02-2001

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



101891991

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 11/25/01
- 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 conveying parties attached

Name

Execution Date
Month Day Year

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association
- 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

11/02/2001 6TON11 00000009 200052 75717960

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 125.00 CH

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

REEL: 002393 FRAME: 0303

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

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.

#

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="75/717,960"/>	<input type="text" value="75/624,447"/>	<input type="text" value="75/717,973"/>
<input type="text" value="75/717,961"/>	<input type="text" value="75/717,962"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,201,099"/>	<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.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Christine E Wilson
Darlene Haun

Christine E Wilson
Darlene Haun

10/19/01

Name of Person Signing

Signature

Date Signed

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

This Collateral Assignment of Patents and Trademarks is made on this 11th day of August, 1999, by and between Food.com. (the "Assignor") and Comdisco, Inc., (the "Assignee"),

WHEREAS, Assignor and Assignee are parties to a certain Subordinated Loan and Security Agreement dated August 11, 1999 (together with all exhibits, and amendments thereto, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

WHEREAS, pursuant to that certain Loan Agreement, the Assignor has agreed to grant to Assignee a lien on and a security interest in, inter alia, all the patent and trademark rights that Assignor may have in the patents and trademarks to the extent of the Loan and made thereunder.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Collateral Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Collateral Assignment of Patents.** To secure the full, complete and timely payment and satisfaction of Assignor's indebtedness with respect to the Loan owed to Assignee, Assignor hereby collaterally assigns, conveys, transfers, sets over and delivers to the Assignee (with power of sale), to the extent permitted by law, a priority lien and security interest in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on **Schedule A** attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "Patents"), (ii) the trademarks applications listed on **Schedule B** attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired and trademark applications hereafter acquired, and (a) all registrations and renewals thereof, (the foregoing trademarks collectively referred to as the "Trademarks"), all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world. The Assignor shall be liable for and promptly reimburse the Assignee for all fees and costs, including reasonable attorney's fees, for the preparation, filing, recordation and releasing of all liens or assignments provided for herein.

2. **Authorization.** Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this conditional assignment and the interests herein assigned.

3. **Covenant and Warranty of Title.** Assignor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever except as granted herein of all of the patents and applications for Patents and Trademarks and applications for Trademarks assigned hereunder.

4. **Restrictions on Future Assignment.** Until all obligations under the Loan Agreement are deemed by Assignee to be fully satisfied, Assignor hereby agrees not to sell or assign or grant a security interest in the Patents to the extent of the Loan, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment Agreement.

5. **Assignee's Right to Sue.** From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary or desirable to aid Assignee in such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses, including reasonable attorney's fees, incurred by Assignee in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Termination.** This Assignment is made for purposes of securing those Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Obligations thereunder, this Assignment shall terminate and Assignee shall execute and deliver to Assignor all agreements, assignments or instruments as may be necessary or proper to terminate Assignee's collateral assignment and security interest in the Patents and Trademarks, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Agreement.

8. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

9. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

10. **Binding Effect.** This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

11. **Governing Law.** This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have duly executed this Assignment
as of the date first set forth above.

FOOD.COM

By:

Jean M. Vassine

SCHEDULE A

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

A. PATENTS

Patent Name	Status and Date Issued	Patent Number
Internet online order method and apparatus	Issued 11/23/99	5,991,739

B. PATENT APPLICATIONS

Name	Status and Date Filed	Application Number
Internet online order method and apparatus	Filed 11/24/97	08/976,793
Internet online order method and apparatus	Filed 3/31/99	09/282,645

C. PATENT LICENSES

Name	Licensor	Licensee	Patent Number
Internet online order method and apparatus	Food.com	Papa Johns	5,991,739

SCHEDULE B

TRADEMARKS AND TRADEMARK APPLICATIONS

[TO BE ATTACHED]

FOOD.COM
 TRADEMARK APPLICATIONS AND REGISTRATIONS

MARK	COUNTRY	APP./REG. NO.	FILING DATE	DATE OF FIRST USE/ INTENT TO USE	CLASS/GOODS/SERVICES
FOOD.COM	U.S.	Application No. 75/717,960	5/20/99	ITU	IC 8: Chef, butcher, kitchen, and paring knives; cutlery, forks and spoons; IC 9: Compact discs featuring music, and musical sound recordings; IC 16: Printed material, namely, cookbooks, recipe books, and books and newsletters on the subject of food; IC 21: Small domestic utensils and containers, namely, kitchen wood chopping boards, kitchen containers; kitchen ladles; kitchen glassware, porcelain, and earthenware; IC 24: Kitchen towels, mitts, pot holders, and aprons; IC 25: Clothing, namely, bibs, t-shirts, sweatshirts, sweatpants, shirts, shorts, hats, scarves, jackets, socks, and boxer shorts; IC 28: Playthings, namely soft plush toys; IC 29: Food and beverage products, namely, meat, fish, and poultry; preserved dried and cooked fruits and vegetables; preserves and pickles; package combinations consisting primarily of cheese, meat and processed fruit; IC 30: Package combinations consisting primarily of bread, crackers and cookies; IC 32: Beverages, namely, beer, ale and porter; mineral and aerated waters and other nonalcoholic drinks; IC 33: Wines; and IC 35: Promoting the goods and services of others by preparing, placing and disseminating advertisements for others on global computer information network.

MARK	COUNTRY	APP. REG. NO.	FILING DATE	DATE OF FIRST USE/ INTENT TO USE	CLASS/GOODS/SERVICES
FOOD.COM	U.S.	Application No. 75/624,447	1/21/99	ITU	IC 42: Online services over a global computer network.
FOOD.COMMMM	U.S.	Application No. 75/717973	5/20/99	3/22/99	IC 42: Restaurant take out and delivery order services provided via a global computer information network; computer services, namely, providing on-line databases featuring information in the fields of restaurants and cuisine via a global information network.
FOOD.COMMMM and Design	U.S.	Application No. 75/717961	5/20/99	ITU	<p>IC 8: Chef, butcher, kitchen, and paring knives; cutlery, forks and spoons;</p> <p>IC 9: Compact discs featuring music, and musical sound recordings;</p> <p>IC 16: Printed material, namely, cookbooks, recipe books, and books and newsletters on the subject of food;</p> <p>IC 21: Small domestic utensils and containers, namely, kitchen wood chopping boards, kitchen containers; kitchen ladles; kitchen glassware, porcelain, and earthenware;</p> <p>IC 24: Kitchen towels, mitts, pot holders, and aprons;</p> <p>IC 25: Clothing, namely, bibs, t-shirts, sweatshirts, sweatpants, shirts, shorts, hats, scarves, jackets, socks, and boxer shorts;</p> <p>IC 28 Playthings, namely soft plush toys;</p> <p>IC 29: Food and beverage products, namely, meat, fish, and poultry; preserved dried and cooked fruits and vegetables; preserves and pickles; package combinations consisting primarily of cheese, meat and processed fruit;</p> <p>IC 30: Package combinations consisting primarily of bread, crackers and cookies;</p> <p>IC 32: Beverages, namely, beer, ale and porter; mineral and aerated waters and other nonalcoholic drinks;</p> <p>IC 33: Wines; and</p> <p>IC 35: Promoting the goods and services of others by preparing, placing and disseminating advertisements for others on global computer information network.</p>

MARK	COUNTRY	APP./REG. NO.	FILING DATE	DATE OF FIRST USE/ INTENT TO USE	CLASS/GOODS/SERVICES
FOOD.COMMM and Design	U.S.	Application No. 75/717962	5/20/99	3/22/99	IC 42: Restaurant take out and delivery order services provided via a global computer information network; computer services, namely, providing on-line databases featuring information in the fields of restaurants and cuisine via a global information network.
SOMETIMES IT'S BEST TO ORDER IN	U.S.	Application No. not yet available	7/13/99	5/17/99	IC 42: Restaurant take out and delivery order services provided via a global computer information network; computer services, namely, providing on-line databases featuring information in the fields of restaurants and cuisine via a global information network.
THE INTERNET'S TAKE-OUT & DELIVERY SERVICE	U.S.	Application No. not yet available	7/13/99	5/17/99	IC 42: Restaurant take out and delivery order services provided via a global computer information network; computer services, namely, providing on-line databases featuring information in the fields of restaurants and cuisine via a global information network.
CYBERSLICE	U.S.	Registration No. 2,201,099 registered 11/3/98	4/22/97	first use: 8/95; commerce: 10/96	IC 35: Receiving food orders placed at restaurant web sites and subsequent notification of the appropriate restaurant of the food order.
CYBERMEALS	E.C.	Application No. 859,827	6/24/98	unknown	IC 35: Restaurant advertising and food order placement services; IC 38: Telecommunications; delivery of messages and information via communications networks; IC 42: Services relating to the provision of food and drink; restaurant food order processing services.
WE DO NOT HAVE THIS FILE FROM COOLEY GODWARD					

MARK	COUNTRY	APP./REG. NO.	FILING DATE	DATE OF FIRST USE/ INTENT TO USE	CLASS/GOODS/SERVICES
PLATE AND FORK Design	E.C.	Application No. 864,413	6/30/98	unknown	<p>IC 35: Restaurant advertising and food order placement services;</p> <p>IC 38: Telecommunications; delivery of messages and information via communications networks;</p> <p>IC 42: Services relating to the provision of food and drink; restaurant food order processing services.</p>
FOOD	Tunisia	Application No. EE99,0046	unknown	unknown	<p>WE DO NOT HAVE THIS FILE FROM COOLEY GODWARD</p> <p>IC 42: Online services.</p> <p>WE DO NOT HAVE THIS FILE FROM COOLEY GODWARD</p>