



12-06-2001

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TRADEMARK TMO-1594 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

REGISTRATION FORM TRADEMARK

12-28-2001

COMMERCE demark Office



101926773

hereof.

1. Name of conveying party(ies):

Salesdriver.com Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Carlson Marketing Group, Inc.

Internal Carlson Parkway

Address: P.O. Box 59159

Street Address: 1405 Xenium Lane

City: Minneapolis State: MN Zip: 55459-8249

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New Jersey, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: November 30, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/230,248 76/017,484 76/199,239

B. Trademark Registration No.(s) 2,490,326

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jennifer C. Debrow Gray, Plant, Mooty, Internal Address: Mooty & Bennett, P.A.

Street Address: P.O. Box 2906

City: Minneapolis State: MN Zip: 55402-0906

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. 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.

Jennifer C. Debrow Name of Person Signing

Signature

December 5, 2001 Date

Total number of pages including cover sheet, attachments, and document: 4

Main documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

12/27/2001 6TON11 00000079 76230248

01 FC:481 02 FC:482

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**"), between Salesdriver.com Inc., a Delaware corporation located at 600 Atlantic Avenue, Suite 2800, Boston, Massachusetts 02210 ("**Assignor**"), and Carlson Marketing Group, Inc., a New Jersey corporation located at 1405 Xenium Lane, Carlson Parkway, P.O. Box 59159, Minneapolis, Minnesota 55459-8249 ("**Company**"), is executed on November 30, 2001.

RECITALS

- A. Assignor is the owner of the trademarks, service marks and applications for the registration thereof as listed on Schedule A to this Agreement (the "**Marks**").
- B. Applicant owns and has a bona fide intent to use the service mark DRIVERDOLLARS (the "**ITU Mark**") in commerce and has applied to register the ITU Mark in Application Serial No. 76017484.
- C. Assignor hereby assigns the Marks and the ITU Mark to Company pursuant to the Purchase Agreement between Assignor, Company and Carlson Marketing Group Canada Ltd., an Ontario corporation of the same date. Company desires to acquire the business of Assignor in connection with which Assignor has a bona fide intent to use the ITU Mark and the pending Application Serial No. 76017484.

AGREEMENT

In consideration of the above recitals and the promises set forth in this Agreement, the parties agree as follows:

Assignor transfers and assigns to Company all of Assignor's right, title and interest in and to the Marks, together with all associated goodwill and all related rights, and all registrations and applications for registration of the Marks in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured.

Assignor transfers and assigns to Company all of Assignor's right, title and interest in and to the ITU Mark, together with all associated goodwill and all related rights, and that portion of Assignor's business in connection with which it has a bona fide intent to use the ITU Mark and all registrations and applications for registration of the ITU Mark in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured.

The provisions of this Agreement inure to the benefit of Company, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

[Signature page follows]

SCHEDULE A

United States Trademarks and Service Marks

MARK	SERIAL NO.	REGISTRATION NO.
SALESDRIVER	76230248	PENDING
TURBO CHARGE YOUR SALES FORCE	76199239	PENDING
SALESDRIVER	76017486	2490326

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