



HEET

101974466

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy thereof.

<p>1. Name of conveying party(ies) (assignor(s)):</p> <p>Mindability Inc. <i>1-22-02</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State, Washington</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>	<p>2. Name and Address of Party(ies) receiving an interest (assignee(s)):</p> <p>Name: <u>Maritz Research Inc.</u></p> <p>Address: <u>1355 North Highway Drive</u></p> <p>City: <u>Fenton</u></p> <p>State: <u>Missouri</u> Zip: <u>63099</u></p> <p>Country: <u>U.S.A.</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Missouri</u></p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other <u>Software Purchase Agreement</u></p> <p>Execution Date: <u>August 23, 2001</u></p>	

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

A. <u>Trademark Application No.(s)</u>	B. <u>Trademark Registration No.(s)</u> <u>2,496,076</u>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Paul I. J. Fleischut Senniger, Powers, Leavitt & Roedel One Metropolitan Square 16th Floor St. Louis, Missouri 63102 (314) 231-5400 (telephone)</p>	<p>6. Total number of applications and registrations involved: Application(s) _____ + Registration(s): <u>1</u> = Total <u>1</u></p> <p>7. Total Fee (37 CFR 3.41) \$ <u>40</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number: <u>19-1345</u> (Duplicate copy of this sheet attached)</p> <p><input checked="" type="checkbox"/> Charge any underpayment or credit any overpayment to above Deposit Account</p>
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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.

<p>Paul I. J. Fleischut Name of Person Signing</p>	<p><i>Paul Fleischut</i> Signature</p>	<p><u>19 Dec 2001</u> Date</p>
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Total number of pages including cover sheet, attachments, and document:

6

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40.00 DP

Software Purchase Agreement

This Software Purchase Agreement (the "Agreement") is between Maritz Research Inc., a Missouri corporation with its principal place of business at 1355 North Highway Drive, Fenton, MO 63099 ("Maritz"), Mindability Inc., a Washington corporation with its principal place of business at 215 8th Avenue North, Seattle, Washington 98109 ("Mindability"), Brendan Kennedy ("Kennedy"), Evan Reilly ("Reilly"), Michael Auer ("Auer"), individuals residing at Seattle, Washington, being shareholders of Mindability.

REDACTED

1.3 "Materials" means all marketing materials, mindability.com, html pages, adobe file, brochures, flash demos, sales administration tools, demonstration pages, domain names, websites and tools, both print and electronic, associated with the Software and the trade name "Mindability" and all registrations thereof. Materials does not include the Interactive Rewards panel.

REDACTED

II. Sale of Software, Documentation, Materials and Equipment

2.1 *Sale of Software*

Subject to the terms of this Agreement and the payment of the specified purchase price, Mindability hereby sells and transfers to Maritz all of its right, title and interest in and to the Software, Documentation, Materials and Equipment, free and clear of any liens or encumbrances whatsoever. Such sale and transfer is contingent upon Mindability providing proof to Maritz of the release and agreement by all creditors, including William Kennedy, to settlement of all security interests secured by the Software, Documentation Materials or Equipment.

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0.0 **CONFIDENTIAL**

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8/21/200

REDACTED

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth following their respective signatures below.

MINDABILITY INC.

MARTZ RESEARCH INC.

Brendan Kennedy

[Signature]

Name: PRESIDENT

Name: VP-Finance

Title: _____

Title: _____

Date: 8/21/2001

Date: 8/23/01

E-mail address: dkennedy@mindability.com

E-mail address: rick.finn@maritz.com

Facsimile number: _____

Facsimile number: 636-827-4252

[Signature]

Brendan Kennedy

Date: 8/21/2001

E-mail address: dkennedy@mindability.com

Facsimile number: _____

Evan M. Reilly

Evan Reilly

Date: 8/21/2001

E-mail address: evanreilly@hatmeil.com

Facsimile number: _____

[Signature]

Michael Auer

Date: 8/21/2001

E-mail address: michael@mindability.com