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To the Commissioner of Patents and Trademarks: Please return this document to the address on the back of this cover sheet or copy thereof.

1. Name of conveying party(ies):
beenz.com inc.
3-25-02
 Individuals Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other: _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Carlson Marketing Group, Inc.
1405 Xenium Lane
Plymouth, Minnesota 55441
 Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of New Jersey
 Other: _____
If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

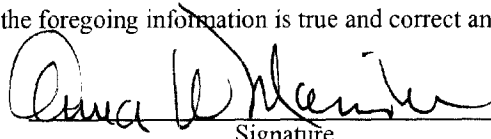
3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____
Execution Date: **December 13, 2001**

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)/ Mark(s) **76/033,832 REWARDZ**
B. Trademark Reg. No.(s)/Mark(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Anna W. Manville**
Address: **MERCHANT & GOULD P.C.**
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: **1**
7. Total fee (37 CFR 3.41): **\$40.00**
 Enclosed
 Authorized to be charged to deposit account
8. Please charge any additional fees or credit any overpayments to our Deposit account number: **13-2725**

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.
Anna W. Manville  **March 13, 2002**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
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Washington, D.C. 20231

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TRADEMARK
REEL: 002476 FRAME: 0680

**ASSIGNMENT OF INTELLECTUAL
PROPERTY ASSETS OF BEENZ.COM INC.**

WHEREAS, beenz.com inc., a corporation organized under the laws of the State of Delaware (the "**Assignor**"), with its principal place of business located at 283 Greenwich Avenue, 3rd Floor, Greenwich, Connecticut, United States of America, owns all right, title and interest in certain patents and patent applications as set forth on Attachment A hereto (collectively, the "**Patents**");

AND WHEREAS, the Assignor owns all right, title and interest in and to the mark "Rewardz", for which a number of applications are pending as set forth on Attachment B hereto (collectively, the "**Marks**") and the domain names as set forth on Attachment B hereto (the "**Domain Names**") (the Patents, Marks and Domain Names to be collectively known as the "**Intellectual Property**");

AND WHEREAS, CARLSON MARKETING GROUP, INC., a New Jersey corporation (the "**Assignee**"), with offices at 1405 Xenium Lane, MS 8249, Plymouth, Minnesota 55441, United States of America, is desirous of acquiring all right, title and interest in and to said Intellectual Property.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby sells, assigns, conveys and sets over to Assignee the entire right, title and interest for the United States and all other countries in and to (i) the Marks (including, without limitation, all trademark, service mark and trade dress rights, together with all applications, registrations, recordings, renewals, and extensions in connection therewith or thereof, and the goodwill associated therewith or appurtenant thereto); (ii) the Domain Names together with any goodwill associated therewith or appurtenant thereto; and (iii) the Patents (including the inventions described therein), including, but not limited to, all original, divisional, continuation, continuation in part, re-examination, substitute or reissue applications and patents applied for or granted therefor in the United States and all other countries, including all rights of priority from the filing of said patent and applications set forth on Attachment A, and all rights for past infringement, and the Commissioner of Patents and Trademarks and the appropriate governmental authority in all other countries are hereby authorized and requested to issue all patents on said inventions or resulting therefrom to Assignee herein, as assignee of the entire interest therein.
2. Assignor and its legal representatives, successors and assigns does hereby agree and covenant without further remuneration, to do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, Assignor will at any time and from time to time execute and deliver or cause to be executed and delivered such further documents, instruments, assignments and things and take such further actions as may be reasonably requested by

Assignee or its agents in order to fully transfer and assign the Intellectual Property from Assignor to Assignee hereunder, whenever requested, including testifying in any interferences or other legal proceedings in which any of said Intellectual Property may become involved, signing all lawful papers, making all rightful oaths, and doing generally everything necessary to assist Assignee, its successors, assigns and nominees to obtain protection for said Intellectual Property in the United States and all other countries, the expenses incident to said assistance to be borne and paid by Assignee.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

Date: 12-13-01

beenz.com inc.

By: Sean P. Lane

Name: Sean P. Lane

Title: Executive Vice President, Chief

Administrative Officer and General Counsel

STATE OF CONNECTICUT)

) SS.

COUNTY OF FAIRFIELD)

On this 13th day of December, 2001, before me, Starr Kurke, a notary public of the State of Connecticut, personally appeared Sean P. Lane, personally known to be (or proved to me on the basis of satisfactory evidence to be) the Executive Vice President of beenz.com inc. and the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

Starr Kurke

Notary Public

My Commission Expires 11/30/06

We accept the foregoing assignment.

Date: January 14, 2002

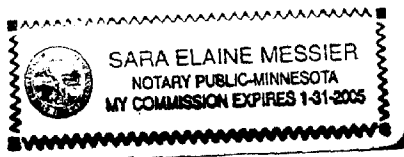
CARLSON MARKETING GROUP, INC.

By: Harold E. Schrum
Name: Harold E. Schrum
Title: Vice President

STATE OF Minnesota)
) SS.
COUNTY OF Hennepin)

On this 14th day of January, 2002 before me a notary public of the State of Minnesota, personally appeared Harold E. Schrum, personally known to be (or proved to me on the basis of satisfactory evidence to be) the Vice President of Carlson Marketing Group, Inc. and the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

Sara Elaine Messier
Notary Public



ATTACHMENT A

1. U.S. Patent No. 6,039,244, issued March 21, 2000 from U.S. Patent Application No. 08/783,372 for a METHOD OF BUILDING UP A DATA BANK CONTAINING CUSTOMER DATA AND/OR FOR THE ORGANIZATION OF A REBATE OR COUPON SYSTEM
2. European Patent No. EP929874, issued June 13, 2001 from European Patent Application No. 97900554.3-2201 for a METHOD AND DEVICE FOR CONSTRUCTING A DATA BASE CONTAINING CUSTOMER DATA AND/OR FOR THE ORGANIZATION OF A REBATE OR COUPON SYSTEM, and all designated contracting states
3. Canadian Patent Application No. 2,267,388, filed January 2, 1997 for a METHOD AND DEVICE FOR CONSTRUCTING A DATA BASE CONTAINING CUSTOMER DATA AND/OR FOR THE ORGANIZATION OF A REBATE OR COUPON SYSTEM
4. Australian Patent Application No. 13092/97 (Acceptance Number 724093), filed January 2, 1997 for a METHOD AND DEVICE FOR CONSTRUCTING A DATABASE CONTAINING CUSTOMER DATA AND/OR FOR THE ORGANIZATION OF A REBATE OR COUPON SYSTEM
5. U.S. Provisional Patent Application Serial No. 60/244,703, filed October 31, 2000 for a LOYALTY SYSTEM INCORPORATING EMBEDDED INCENTIVES
6. U.S. Patent Application Serial No. _____ (not yet assigned, TBA upon receipt), filed October 31, 2001 for a LOYALTY SYSTEM INCORPORATING EMBEDDED INCENTIVES based on priority of U.S. Provisional Patent Application Serial No. 60/244,703
7. PCT Patent Application Serial No. _____ (not yet assigned, TBA upon receipt), filed October 31, 2001 for a LOYALTY SYSTEM INCORPORATING EMBEDDED INCENTIVES based on priority of U.S. Provisional Patent Application Serial No. 60/244,703
8. U.S. Provisional Patent Application Serial No. 60/267,911, filed February 9, 2001 for a SYSTEM AND METHOD OF AUTOMATICALLY DISPLAYING CONTENT TO USERS AND COMPENSATING THE USERS VIA AN ELECTRONIC NETWORK

ATTACHMENT B

1. Domain Name: rewardzcodes.com
2. Domain Name: rewardscodes.com
3. United States of America Trademark Application No. 76/033832; Trademark Name "REWARDZ"; filing date April 26, 2000; Classes 9, 35, 36, 42; Status: Pending
4. European Community Trademark Application No. 001625540; Trademark Name "REWARDZ"; filing date April 25, 2000; Classes 9, 38; Status: Pending

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