

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G 6973.327U/SLA

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ONE TO ONE MARKETING, INC.

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.
Carlson Parkway, P. O. Box 59159
Minneapolis, Minnesota 55459-8249

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Asset Purchase Agreement/Assignment

Execution Date: July 18, 2003

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

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

A. Trademark Application No.(s)/ Mark(s)

78/203374
RESPONSIBLE INFORMATION MANAGEMENT

B. Trademark Reg. No.(s)/Mark(s)

1,869,912 MARKETING 1:1

Additional numbers attached? Yes No

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

6. Total number of applications and trademarks involved: 11

7. Total fee (37 CFR 3.41): \$290.00
 Enclosed
 Authorized to be charged to deposit account

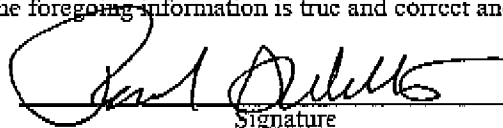
8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Paul A. Welter
Name of Person Signing



Signature

November 13, 2003
Date

Total number of pages including cover sheet, attachments, and document: 7

Do not detach this portion

Mail documents to be recorded with required cover sheet information to

Mail Stop Assignment Recordation Services
 Director of the United States Patent and Trademark Office
 P.O. Box 1450
 Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the documents and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20541, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

CHI \$290.00 132726 78203374

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B. Trademark Reg. No.(s)/Mark(s) (continued)

2,036,493	MARKETING 1:1
2,348,098	MARKETING 1 TO 1
2,401,235	1 TO 1
2,435,782	1 TO 1 (Stylized)
2,469,957	PEPPERS & ROGERS GROUP
2,488,375	1 TO 1. COM
2,492,058	IDIC
2,549,656	INSIDE 1 TO 1
2,571,018	1TO1 MARKETER

EXECUTION COPY**ASSET PURCHASE AGREEMENT**

This **AGREEMENT**, (hereinafter, together with the Exhibits annexed hereto the "Agreement") is made and entered into effective as of the 18th day of July, 2003, by and among **CARLSON MARKETING GROUP, INC.**, a New Jersey corporation ("Purchaser") and **MARKETING ONE TO ONE, INC.**, a Delaware corporation ("Seller").

RECITALS:

Seller owns and operates a customer relationship management business headquartered in Norwalk, Connecticut.

Purchaser desires to purchase and acquire all the assets and business of Seller, including the shares of stock of Seller's U.K. subsidiary, Marketing 1 to 1/Peppers and Rogers Group, Limited, a private limited company incorporated in England and Wales under registered number 03622449 (the "Subsidiary") and Seller is willing to sell said assets and business to Purchaser, upon the terms and conditions hereinafter set forth.

WHEREAS, in connection with the closing of the transactions contemplated by this Agreement, Seller and Purchaser intend to enter into certain related agreements described in more detail herein.

NOW, THEREFORE, in consideration of the purchase and sale of the assets and of the premises and the mutual promises, covenants and conditions hereinafter set forth, Seller and Purchaser hereby agree as follows:

ARTICLE I
DEFINITIONS

As used herein, the following terms shall have the meanings set forth below, and where said meanings are intended, said terms shall be capitalized:

1.1 "Accountant" shall mean an independent firm of certified public accountants, which is mutually acceptable to Purchaser and Seller.

1.2 "Acquired Contracts" shall have the meaning set forth in Section 1.21.

1.3 "Acquired Joint Venture Interests" shall have the meaning set forth in Section 1.40.

1.4 "Acquired Proposals" shall have the meaning set forth in Section 1.56.

1.5 "Addresses" shall mean all addresses or similar items whereby the Business may be contacted, including but not limited to telephone numbers, fax numbers, domain names, URLs, IP addresses, and post office boxes, together with the right to have mail forwarded from the existing addresses for the Business. The Addresses include, without limitation, the items listed on Exhibit A attached hereto.

1.6 "Agreement" shall have the meaning set forth in the preamble.

PAGES 2-52 REDACTED

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

PURCHASER:

CARLSON MARKETING GROUP, INC.

By 
Its _____

SELLER:

MARKETING ONE TO ONE, INC.

By 
Its CEO

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

ASSIGNMENT

WHEREAS, Marketing One to One, Inc., a Delaware Corporation, having offices at Merritt on the River, 20 Glover Avenue, Norwalk, Connecticut, 06850; (hereinafter referred to as ASSIGNOR) has adopted and owns the trademarks on attached Schedule A.

WHEREAS, Carlson Marketing Group, Inc., a corporation of the State of New Jersey, having offices at Carlson Parkway, P.O. Box 59159, Minneapolis, MN 55459-8249 (hereinafter ASSIGNEE) is desirous of acquiring all right, title and interest in and to said trademarks as set forth hereinabove;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign, grant, transfer and otherwise convey to ASSIGNEE, its successors and assigns, its entire right, title and interest in and to the trademarks on Schedule A including but not limited to all of ASSIGNOR's common law rights, registrations and applications for registration pertaining thereto, as well as all of the good will of the business symbolized by said trademarks, and the right to sue for past infringements thereof.

MARKETING ONE TO ONE, INC.

By



Douglas Smith
Its Chief Operating Officer

SCHEDULE A

MARK	SERIAL NO.	REGISTRATION NO.
IDIC	75/889,516	2,492,058
Marketing 1 to 1	75/480,140	2,348,098
Peppers & Rogers Group	75/352,469	2,469,957
1 to 1	75/481,087	2,401,235
1 to 1 (Stylized)	75/654,648	2,435,782
1 to 1.com	75/660,559	2,488,375
Marketing 1:1	74/479,057	1,869,912
Marketing 1:1	74/680,359	2,036,493
1to1 Marketer	76/126,674	2,571,018
Inside1to1	76/183,837	2,549,656
Responsible Information Management	78/203,374	