

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SmartAge/B2SB Technologies Corp.		02/20/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	E.B.O.Z., Inc.		
Street Address:	2800 28th Street, Suite 321		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2411130	SMARTAGE	
Registration Number:	2262495	SMARTCLICKS	
CORRESPONDENCE DATA			
Fax Number:	(310)399-3650		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310.314.2688		
Email:	legal@eboz.com		
Correspondent Name:	E.B.O.Z., Inc.		
Address Line 1:	2800 28th Street, Suite 321		
Address Line 4:	Santa Monica, CALIFORNIA 90405		
NAME OF SUBMITTER:	Raymond Meyers		
Total Attachments: 2			
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OP \$65.00 2411130

BILL OF SALE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Sherwood Partners, Inc., a California corporation, solely in its capacity as assignee for the benefit of creditors of B2SB Technologies Corp. ("B2SB") pursuant to the General Assignment dated July 24, 2001, (the "Seller"), does hereby sell and convey to EBOZ, Inc., (the "Purchaser"), any and all of the Seller's right, title and interest in and to the property described in Schedule 1 attached hereto (collectively, the "Property").

Purchaser agrees to promptly pay all sales, use or other taxes imposed on the sale of the Property to Seller under this Bill of Sale and to defend, indemnify and hold Seller harmless from any such taxes or claims for payment thereof by any tax authority.

DISCLAIMER OF WARRANTIES: THERE ARE NO WARRANTIES WITH RESPECT TO THE PROPERTY. SELLER DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF TITLE OR USE OR THAT THE PROPERTY IS MERCHANTABLE OR FIT FOR A PARTICULAR USE. PURCHASER ACKNOWLEDGES THAT THE PROPERTY IS USED. THE PROPERTY IS SOLD AS IS, WHERE IS AND WITH ALL FAULTS, AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE.

Purchaser further acknowledges and agrees that unless an item is identified in the attached Schedule 1, Seller does not claim any right, title or interest in, and is accordingly not selling, any property, that may otherwise accompany the Property. Purchaser shall indemnify and hold Seller harmless from any claims arising from Purchaser's failure to comply with the provisions of this paragraph.

This Bill of Sale shall not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade.

Seller does not agree to defend, indemnify or hold harmless Purchaser or any person or entity affiliated with Purchaser from and against any loss which arises out of or results from the subject transaction.

This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed to be an original.

This Bill of Sale shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

All terms and provisions of this Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto.

The prevailing party shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with enforcing this Bill of Sale.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the _____ day of February, 2004.

SHERWOOD PARTNERS, INC.
Solely in its capacity as Assignee for the benefit of
creditors of B2SB Technologies Corp.

PURCHASER: EBOZ, Inc.
2800 28 Street, Suite 321
Santa Monica, CA 90405

By: [Signature]
Authorized Signature
Michael Maily
Name (print or type)
President
Title

By: [Signature]
Authorized Signature
Raymond Meyers
Name (print or type)
President
Title

On: _____
Date

On: 2/20/04
Date

[DGRVAGT444915.1]

