



Tabulatus COP

To the Honorable Commissioner of Pa

102653917

ached original documents or copy thereof.

1. Name of conveying party(ies):

Webfood, Inc.

2004 JAN 13 AM 10:35

FINANCE SECTION

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

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

3. Nature of conveyance:

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

Execution Date: August 20, 2003

2. Name and address of receiving party(ies):

Name: The CBORD Group, Inc.

Internal Address:

Street Address: 61. Brown Road

City Ithaca State NY ZIP 14850

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,739,063

Additional numbers attached? Yes No

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

Shlesinger, Fitzsimmons & Name: Shlesinger

Internal Address:

Street Address: 183 E. Main Street Suite 1323

City: Rochester State: N.Y. ZIP 14604

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed

Authorized to be charged to deposit account.

R. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Philip K. Fitzsimmons

Name of Person Signing

Philip K. Fitzsimmons
Signature

1-7-04

Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

01/23/2004 DBYRME 00000206 192100 2739063
01 FC:6521 40.00 BR

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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 document 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. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Webfood, Inc., a New York corporation, with principal offices in Ithaca, New York ("Webfood"), for and in consideration of, among other things, the sum of SIXTY THOUSAND DOLLARS (\$60,000.00) lawful money of the United States, to it in hand paid, at or before the ensembling and delivery of these presents, by The CBORD Group, Inc. ("CBORD"), a New York Corporation, with principal offices in Ithaca, New York, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey, unto CBORD, its successors, and assigns, Webfood's assets, business, goodwill, and rights (collectively referred to herein as the "Business"), which include:

A. **Software and Support.** All of Webfood's source and object code and all utilities, documentation, support tools, or other materials, designed for and/or used with Webfood's work creating, installing, and maintaining Webfood's software, namely, the computer program known and referred to as Webfood Service, which is an online ordering system designed and created for Webfood, Inc.

B. **Documentation of Processes.** All of Webfood's documentation of processes, including data dictionary, entity relationship diagrams, transaction processing, patron interface, kitchen interface, and administrative interface.

C. **Customer and Competitor Information.** All of Webfood's records of prospects contacted, details of sales calls, competitor information, and support information for any existing customer.

D. **Supplier Information.** All of Webfood's records of all contacts and supplier relationships used by Webfood to produce, support, and maintain Webfood's product or products.

E. **Test Hardware.** All of Webfood's test hardware, including, but not limited to, software tools and utilities and all computers that are part of Webfood's Business that have been used to develop and support Webfood's product or products. The attached Exhibit "A" contains a complete and accurate list of such test hardware, software tools, utilities, and computers.

F. **Trademark.** All of Webfood's registered Webfood trademarks, if any.

G. **URL.** The Webfood.com URL for Webfood's website.

H. **Website Code.** Webfood's website code.

I. **Miscellaneous.** Webfood will assign to CBORD:

- a. all franchises, approvals, permits, licenses, variances, and similar rights obtained from any government and governmental agencies related to the Business to the extent transferable to CBORD;
- b. all of Webfood's customer and supplier lists, customer sales and service records, sales brochures and other sales materials, mailing lists, and other

records and data used in the conduct of the Business;

- c. all of Webfood's interest in all manufacturers' warranties on all assets conveyed pursuant to this Agreement, if transferable; and
- d. all trade names and other intangibles used in connection with the operation of the Business.

TO HAVE AND TO HOLD, the same unto CBORD, its successors, and assigns, forever;


AND, Webfood, its successors and assigns, covenants and agrees to warrant and defend the sale of the said goods and chattels of Webfood's Business hereby sold unto the CBORD, its successors, and assigns, against all and every entity or entities whatsoever and/or person and persons whomsoever.

FURTHER, Webfood hereby assigns and transfers to the CBORD, all of its right, title, and interest in the goods and chattels of the Webfood's Business that are listed in items "a" through "d" above and used in connection with the Webfood's Business.

All of the terms, covenants, and conditions contained in this assignment and Bill of Sale shall inure to the benefit of and bind the respective parties hereto, their successors, and assigns respectively. In all references herein to any parties, persons, entities, or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the undersigned has affixed his hand the 20th day of August, 2003.

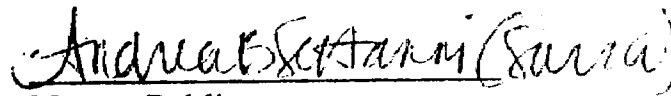
WEBFOOD, INC. ("Owner")

By: 
Ari Seth Parnes, President

STATE OF NEW YORK)
 SS.:
COUNTY OF TOMPKINS)

On the 20th day of August in the year 2003 before me personally came Ari S. Parnes, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Andrea B. Settanni
Notary Public, State of New York
Residing in Broome County
No. 02SE6054544
My commission expires February 05, 2007


Notary Public

TRADEMARK