

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bruce Koren		04/15/2004	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	Zvi Eliraz
Street Address:	166 Eben Gvirol St.
City:	Tel Aviv
State/Country:	ISRAEL
Postal Code:	62032
Entity Type:	INDIVIDUAL: ISRAEL

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	75773368	SMART SHOPPER

CORRESPONDENCE DATA	
Fax Number:	(203)547-6129
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(203) 662-9858
Email:	crattner@axiomlegal.net
Correspondent Name:	Charles A. Rattner, Esq.
Address Line 1:	12 Homewood Ln.
Address Line 4:	Darien, CONNECTICUT 06820-6109

ATTORNEY DOCKET NUMBER:	1050T024
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DOMESTIC REPRESENTATIVE	
Name:	Charles A. Rattner
Address Line 1:	12 Homewood Ln.
Address Line 4:	Darien, CONNECTICUT 06820-6109

NAME OF SUBMITTER:	Charles A. Rattner
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Total Attachments: 12

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**TRADEMARK, TRADEMARK APPLICATION AND DOMAIN NAME
SALES AGREEMENT**

THIS TRADEMARK, TRADEMARK, TRADEMARK APPLICATION AND DOMAIN NAME SALES AGREEMENT (this "Agreement") is dated as of April 15, 2004 between Ziv Elliraz of 166 Eben Gvirol St., Tel Aviv, Israel 62032 ("Purchaser"), and Bruce Koren, of 739 A Street, Suite B, San Rafael, California 94901 ("Seller").

WITNESSETH:

WHEREAS, Seller owns a pending United States trademark application for the trademark SMART SHOPPER (the "Trademark") for "Shopping guide services, namely, providing information as to where goods/services can be purchased and providing links to other web sites where goods/services can be purchased, all via a global computer network" (the "Trademark Application") and the domain name SMARTSHOPPER.COM (the "Domain Name"); and

WHEREAS Seller has used the Trademark in connection with the services specified in the Trademark Application since at least as early as March 30, 2004 and filed a Statement of Use for such Trademark Application on April 2, 2004;

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, any and all rights in the Trademark, the Trademark Application and the Domain Name, all on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and reasonable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Purchase and Sale of Trademark, Trademark Application and Domain Name.

1.1 Purchase and Sale. Subject to the terms and conditions hereof, Seller hereby agrees at the Closing (as defined below) to sell, convey, assign, transfer and deliver to Purchaser, free and clear of all encumbrances, all of Seller's right, title and interest in and to the Trademark, the Trademark Application, the business associated with the Trademark, and the Domain Name for the consideration specified in Section 2 below. Except as set forth herein, Purchaser is not acquiring any assets or properties, or assuming any obligations or liabilities, of Seller, and Seller shall indemnify Purchaser against and hold Purchaser harmless from all other obligations and liabilities of Seller.

1.2 Closing.

(a) The transactions contemplated hereby shall occur upon delivery by the Seller to Purchaser the following executed documents:

- (i) the Domain Name assignment attached as Exhibit A;
- (ii) the Trademark and Trademark Application Assignment, substantially in the form attached as Exhibit B;

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(iii) any other documents reasonably necessary (i) to transfer ownership of the Domain Name to Purchaser and (ii) for the assignment of the Trademark and Trademark Application.

(b) In consideration of the sale by Seller of the Trademark, Trademark Application and Domain Name, Purchaser agrees to pay Purchaser the amount of Ten Thousand Dollars (\$10,000.00) (the "Purchase Price"), as follows:

(i) Purchaser agrees, upon full execution of this Agreement, the Domain Name Assignment and the Trademark and Trademark Application Assignment, to pay Seller, by wire transfer to an account designated by Seller, an initial payment of Five Thousand Dollars (\$5,000) (the "Initial Payment"); and

(ii) Upon the change of ownership of the Domain Name, as provided in the Domain Name Assignment, Purchaser will pay Seller by wire transfer a second payment in the amount of Five Thousand Dollars (\$5,000) (the "Second Payment").

(c) Each party's respective obligations to consummate the transactions contemplated hereby are subject to the accuracy of the representations and warranties made by the other parties herein at all times.

1.3 Intention of the Parties. It is the intention of the parties hereto that, following the Closing, as between the parties, the Purchaser, on an exclusive basis, will own and control the Trademark, the Trademark Application and the Domain Name.

2. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that:

2.1 Due Organization. Seller has all requisite power and authority and has taken all actions necessary to authorize, enter into and consummate the transactions contemplated by this Agreement.

2.2 Enforceability. This Agreement is the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except for (a) the effect of bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting the rights of creditors generally and (b) limitations imposed by equitable principles upon the specific enforceability of any of the provisions of this Agreement and the availability of injunctive relief or other equitable remedies.

2.3 No Violations or Conflicts. Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate (a) any provision of Seller's governing instruments, (b) any statute, law or judgment, decree, order, regulation or rule of any court or governmental authority to which Seller may be subject or (c), conflict with, constitute a default under, permit the termination of, require the consent of any person under or result in the creation of any lien upon any property of Seller under any agreement to which it is a party or by which it may be bound. The transactions contemplated by this Agreement do not require any consent, approval or authorization of, or filing, registration or qualification with, any governmental authority on the part of Seller as a condition to the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

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2.4 Title to Trademark Application and Domain Name. Seller has good and marketable title to the Trademark Application and the Domain Name, free and clear of all liens, charges and encumbrances, and Purchaser is acquiring such title to the Trademark Application and the Domain Name.

2.5 Litigation, etc. There is no action, proceeding or investigation pending or threatened before any court, governmental or regulatory body, agency, commission, official or arbitrator or any basis therefor known which questions the validity of this Agreement or any action to be taken or document to be executed and delivered pursuant hereto.

2.6 Brokers. Seller has dealt with no broker, finder, commission agent or other person in connection with the transactions contemplated by this Agreement, and is under no obligation to pay any broker's fee or commission in connection therewith.

3. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller that:

3.1 Due Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware and has all requisite power and authority and has taken all actions necessary to authorize, enter into and consummate the transactions contemplated by this Agreement.

3.2 Enforceability. This Agreement is the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms, except for (a) the effect of bankruptcy, insolvency, moratorium and other similar laws relating to or affecting the rights of creditors generally and (b) limitations imposed by equitable principles upon the specific enforceability of any of the provisions of this Agreement and the availability of injunctive relief or other equitable remedies.

3.3 No Violations or Conflicts. Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate (a) any provision of Purchaser's governing instruments, (b) any statute, law or judgment, decree, order, regulation or rule of any court or governmental authority to which Purchaser or any of its properties may be subject or (c), conflict with, constitute a default under, permit the termination of, require the consent of any person under or result in the creation of any lien upon any property of Purchaser under any agreement to which it is a party or by which it or its properties may be bound.

4. Remedies and Indemnification.

4.1 The representations and warranties set forth in Section 2 and the covenants and agreements of Seller shall survive the Closing and the sale of the Trademark, the Trademark Application and the Domain Name and shall inure to the benefit of Purchaser after the date hereof.

4.2 The representations and warranties set forth in Section 3 and the covenants and agreements of Purchaser shall survive the Closing and the sale of the Trademark, the Trademark Application and the Domain Name and shall inure to the benefit of Seller after the date hereof.

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4.3 Upon notice to Seller of any breach or non-performance of any of its covenants and agreements contained in this Agreement, Seller shall use its commercially reasonable best efforts promptly to cure such breach or non-performance in all material respects within 10 days of such notice.

4.4 Upon notice to Purchaser of any breach or non-performance of any of its covenants and agreements contained in this Agreement, Purchaser shall use its commercially reasonable best efforts promptly to cure such breach or non-performance in all material respects within 10 days of such notice.

4.5 Seller shall indemnify Purchaser and hold it harmless from and against all loss, damages, penalties, fines, forfeitures, reasonable legal fees, and related costs, judgments, and other costs and expenses resulting from any claim, demand, defense or assertion based on or resulting from a material breach of Seller's representations and warranties contained in Section 2.

4.6 Purchaser shall indemnify Seller and hold it harmless from and against all loss, damages, penalties, fines, forfeitures, reasonable legal fees, and related costs, judgments, and other costs and expenses resulting from any claim, demand, defense or assertion based on or resulting from a material breach of Purchaser's representations and warranties contained in Section 3 and from any use by Purchaser of the Trademark SMART SHOPPER and/or Domain Name after completion of the sale and transfer of the Trademark, Trademark Application and Domain Name from Seller to Purchaser.

5. Miscellaneous.

5.1 **Notices.** All notices, demands and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed, by registered or certified mail, return receipt requested, or, if by other means, when received by the other party at the following address, or such other address as may hereafter be furnished to the other party by like notice:

The Purchaser: Ziv Ellraz
 166 Eben Gvirol St., 1st Floor
 Tel Aviv, Israel 62032

The Seller: Bruce Koren
 739 A Street, Suite B
 San Rafael, CA 94901

Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt; in the case of overnight delivery service, by the date such delivery was acknowledged at the premises of the addressee; and in the case of fax transmission, the date of confirmation of such transmission.)

5.2 **Governing Law; Counterparts; Headings; Severability; Successors and Assigns.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of California without giving effect to principles of conflicts of law. In any action or proceeding

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to enforce rights under this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees. The parties hereby consent to the jurisdiction of the federal and state courts located in the City of New York, waiving any objection to forum non-convenience. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings and captions used in this Agreement are used for convenience of reference only and shall not be considered in construing or interpreting this Agreement. If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors, assigns and legal representatives of the parties hereto.

5.3 Survival. All representations, warranties, covenants and obligations in this Agreement and any other certificate or document delivered pursuant to this Agreement shall survive the Closing.

5.4 Entire Agreement; Amendments and Waivers. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior discussions, understandings and agreements with respect thereto. All exhibits and schedules attached hereto and to which reference is made herein are incorporated by reference as if fully set forth herein. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) with and only with the written consent of the parties hereto. No waiver by any party hereto of, or compliance with, any provision of this Agreement shall be deemed a waiver of the same or any other provision hereof at the same or any prior or subsequent time.

5.5 Expenses. Each party shall be responsible for its respective expenses in connection with this Agreement, including the fees and disbursements of counsel.

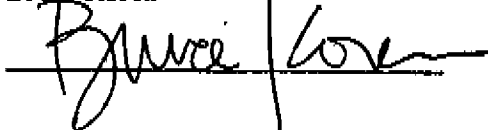
5.6 Further Assurances. The parties hereto shall cooperate with and assist each other, as reasonably requested, in carrying out the purposes of this Agreement. Each party hereto will promptly execute and deliver such instruments and take such other actions as the other party may reasonably require in order to consummate the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

Ziv Eliaz



Bruce Koren



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EXHIBIT A

DOMAIN NAME TRANSFER AGREEMENT

THIS DOMAIN NAME TRANSFER AGREEMENT IS MADE AS OF THE (INSERT DAY)
DAY OF APRIL 2004

BETWEEN:

ZIV ELIRAZ
166 Eben Gvirol St.
Tel Aviv, Israel 62032
("Purchaser")
-and-

BRUCE KOREN
739 A Street, Suite B
San Rafael, CA 94901
("Seller")

WHEREAS Seller is the registrant of the Internet domain name www.smartshopper.com (the
"Domain Name");

AND WHEREAS Seller has agreed to sell and Purchaser has agreed to purchase the Domain Name;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual
agreements contained in this Agreement, the receipt and sufficiency of which is hereby
acknowledged,

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURCHASE AND SALE

Seller hereby assigns to Purchaser all of the right, title and interest in the Domain Name, and any
Domain Name services agreement regarding the Domain Name between Seller and Network
Solutions, Inc. ("NSI"). Immediately upon Seller's receipt of the Initial Payment, as provided in the
Trademark, Trademark Application and Domain Name Sales Agreement executed simultaneously
herewith, Seller shall provide Purchaser with Seller's NSI account information and password to
enable Purchaser to change the name of the owner of the Domain name from Seller to Purchaser, via
NSI's online domain name transfer provisions. Purchaser shall be responsible for communicating
the necessary information to NSI to reflect the change of ownership to it. Seller agrees to provide
Purchaser with whatever assistance and information is reasonably necessary for this process.

2. PURCHASE PRICE

The purchase price payable by Purchaser to Seller upon registration of the Domain Name in
Purchaser's name shall be as provided in the Trademark, Trademark Application and Domain Name
Sales Agreement between the parties, executed simultaneously herewith.

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3. DELIVERY OF PURCHASE PRICE

As provided in the Trademark, Trademark Application and Domain Name Sales Agreement between the parties, executed simultaneously herewith, Purchaser shall, upon full execution of this Agreement, the Domain Name Assignment and the Trademark and Trademark Application Assignment, pay Seller, by wire transfer, an initial payment of Five Thousand Dollars (\$5,000). Purchaser will pay Seller by wire transfer the second payment in the amount of Five Thousand Dollars (\$5,000) (the "Second Payment") when the NSI records reflect ownership of the Domain Name in the name of Purchaser or such other party as specified by Purchaser in writing prior to Seller's release to Purchaser of Seller's NSI account information.

4. CESSATION OF USE OF DOMAIN NAME

Immediately upon the receipt of the Second Payment by Seller, Seller shall cease all use of the Domain Name. The parties acknowledge that no domain name owned by Seller other than the Domain Name is subject to this section. This section shall survive the termination or expiry of this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF VENDOR

Seller represents and warrants to Purchaser as follows and acknowledges that Purchaser is relying on these representations and warranties in connection with the entering into of this Agreement and the purchase of the Domain Name:

- (a) Seller has sufficient authority and right to enter into this Agreement and perform his obligations hereunder, and in particular, to transfer all title and ownership of the Domain Name to Purchaser as provided in this Agreement, free and clear of all encumbrances;
- (b) There is no contract, option or any other right of any person binding upon Seller, or which at any time may become binding upon Seller, to sell, transfer, assign, license or in any other way dispose of or encumber the Domain Name other than pursuant to the provisions of this Agreement;
- (c) Seller is the sole registrant of the Domain Name, free and clear of any encumbrances and Seller has the right to transfer the Domain Name to Purchaser;
- (d) To the best of Seller's knowledge, the use of the Domain Name by Seller does not infringe upon or otherwise violate any rights of any other person;
- (e) To the best of Seller's knowledge, the domain name transfer procedures outlined on the NSI website are the only steps necessary to change the NSI records to reflect the transfer of the Domain Name from Seller to Purchaser and, upon execution of this Domain Name Transfer Agreement and the change in the NSI records, Purchaser shall be the registrant of the Domain Name and shall possess all rights (including without limitation ownership rights if any) in the Domain Name; and
- (f) Seller has not knowingly withheld from the Purchaser, knowledge of any circumstance that has caused or might cause the registration or the transfer of ownership of the Domain Name to be objected to by any person. This Section 5 shall survive the termination or expiry of this Agreement.

6. NON-TERMINATION

After execution of the Trademark, Trademark Application and Domain Name Sales Agreement and this Domain Name Sales Agreement and Seller's receipt of the Second Payment, Seller shall not

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take any action to prevent the transfer of the Domain Name to Purchaser and, if queried by NSI, shall confirm that Purchaser is the owner of all rights in the Domain Name.

7. CONFIDENTIALITY

Seller shall not disclose the terms of this agreement and/or the identity of Purchaser and/or its assignees to any person except:

- (i) to Seller's legal and business advisors, in confidence;
- (ii) unless compelled to do so by any Court of competent jurisdiction; or
- (iii) in an action to enforce its terms. This section shall survive the termination or expiry of this Agreement.

8. FURTHER ASSURANCES

Each of Seller and Purchaser shall execute and deliver such further and other documents as may be reasonably necessary to give effect to this Agreement and to carry out its provisions. This section shall survive the termination or expiry of this Agreement.

9. FEES AND TAXES

Each of Purchaser and Seller shall be responsible for payment of their own fees, costs and expenses incurred in connection with the transfer of the Domain Name and the payment of any applicable taxes. Purchaser shall be responsible for any fees for extending the Domain Name registration beyond the current expiration date of July 31, 2006.

10. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding on the parties and the respective successors and assigns.

11. GOVERNING LAW

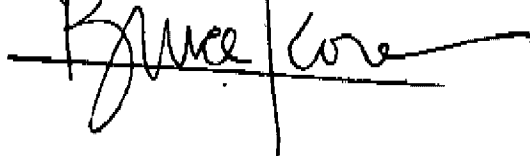
This Agreement shall be governed by the laws of the State of California. This section shall survive the termination or expiry of this Agreement. Any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees. Parties hereby consent to the jurisdiction of the federal and state courts located in the City of New York, waiving any objection to forum non-convenience.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

Ziv Eliraz



Bruce Koren



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EXHIBIT B

TRADEMARK AND TRADEMARK APPLICATION ASSIGNMENT

THIS TRADEMARK AND TRADEMARK APPLICATION ASSIGNMENT (this "Assignment") is made and entered into as of April 15, 2004, by and between Bruce Koren (the "Assignor"), and Ziv Eliraz (the "Assignee").

Recitals

A. The Assignee and the Assignor have entered into a Trademark, Trademark Application and Domain Name Sales Agreement dated April 15, 2004 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell and the Assignee has agreed to purchase the Domain Name, the Trademark and the Trademark Application (as defined in the Purchase Agreement) of the Assignor.

B. The Assignor owns all right, title and interest in and to the Trademark Application (as that term is defined in Section 1 hereof) and owns those rights in the Trademark as accrued from Assignor's use of the Trademark in connection with the services specified in the Trademark Application, since March 30, 2004.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** The Assignor hereby assigns, sells, transfers, and sets over unto the Assignee its entire right, title and interest in and to the United States trademark application set forth on Exhibit B attached hereto, the Trademark SMART SHOPPER as used in connection with the services specified in the Trademark Application and the business associated therewith, and any goodwill associated with the Trademark, and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2. **Indemnification.** Each of the Assignee and the Assignor shall, to the extent provided by the respective parties in the Trademark, Trademark Application and Domain Name Sales Agreement, indemnify, protect, defend and hold the other, its directors, officers, shareholders, agents, employees, successors and assigns harmless from and against any and all claims, damages, losses, liabilities, costs and expenses incurred by such indemnified party arising from or related to the Trademark.

3. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

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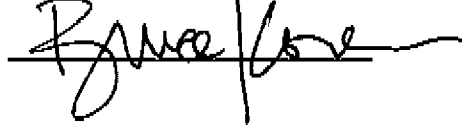
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state of California. Any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees. Parties hereby consent to the jurisdiction of the federal and state courts located in the City of New York waiving any objection to forum non-convenience.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

6. Facsimile Signature. This Assignment may be executed by facsimile signature and a facsimile signature shall constitute an original signature for all purposes.

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

BRUCE KOREN ("ASSIGNOR")

A handwritten signature in black ink, appearing to read "Bruce Koren", written over a horizontal line.

ZIV ELIRAZ ("ASSIGNEE")

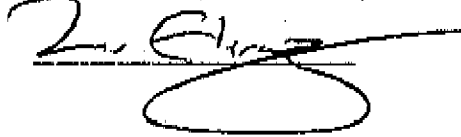
A handwritten signature in black ink, appearing to read "Ziv Eliraz", written over a horizontal line.

Exhibit B

TRADEMARK APPLICATION

SMART SHOPPER

U.S. Trademark Application No. 75/773368

For: "Shopping guide services, namely, providing information as to where goods/services can be purchased and providing links to other web sites where goods/services can be purchased, all via a global computer network"

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APPOINTMENT OF DOMESTIC REPRESENTATIVE, REVOCATION OF PREVIOUS
POWERS OF ATTORNEY AND APPOINTMENT OF NEW POWERS OF ATTORNEY,
AND CHANGE OF CORRESPONDENCE ADDRESS

By virtue of a corresponding Assignment document recorded herewith in the Assignment Division of the U.S. Patent and Trademark Office, and effective April 15, 2004, the undersigned is owner of all right, title and interest to U.S. Trademark Application Ser. No. 75/773,368 for the mark "SMART SHOPPER" in class 35.

The undersigned hereby appoints the following practitioner as the domestic representative on whom may be served notices or process in any proceedings affecting the mark. The undersigned also hereby revokes all previous powers of attorney and grants the following practitioner full powers of attorney, including the authorization to prosecute this application and represent the undersigned in all proceedings before the US Patent and Trademark Office. Recognition of the appointment of domestic representative and powers of attorney hereinabove and a change of correspondence address in favor of the following practitioner is earnestly solicited:

Charles A. Rattner, Esq.
12 Homewood Lane
Darien, CT 06820-6109

Respectfully submitted,

By:



Ziv Eliraz
166 Eben Gvirol St.
Tel Aviv, Israel 62032

Dated: July 20, 2004