

**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
Zvi Eliraz		07/27/2004	INDIVIDUAL: ISRAEL

RECEIVING PARTY DATA	
Name:	Hotbar.com, Inc.
Street Address:	226 W. 37th Street
Internal Address:	11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: DELAWARE

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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NAME OF SUBMITTER:	Charles A. Rattner
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Total Attachments: 2
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## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 22, 2004, by and between **Ziv Eliraz**, an individual and citizen of the Country of Israel, having a correspondence address at 166 Eben Gvirol St., Tel Aviv, Israel 62032 (the "Assignor"), and **Hotbar.com, Inc.**, a Delaware corporation, having a business address at 226 W. 37<sup>th</sup> Street, 11<sup>th</sup> Floor, New York, NY 10018 (the "Assignee").

### **Recitals**

WHEREAS, the Assignor owns all right, title and interest in, to and under pending U.S. Trademark Application Ser. No. 75/773,368 for SMART SHOPPER 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" in class 35 (the "Trademark"); and

WHEREAS the Assignee desires to purchase all right, title and interest in, to and under the Trademark from the Assignor as hereinafter provided.

### **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, to and under the United States and foreign trademarks and service marks and trademark and service mark applications and all 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 in the Purchase 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

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the state of New York. The Assignor and Assignee hereby consent to the jurisdiction of the federal and state courts located in the City of New York in the State of New York.


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.

ZIV ELIRAZ ("ASSIGNOR")  
  
Ziv Eliraz

HOTBAR.COM, INC. ("ASSIGNEE")

By:   
Oren Dobronsky, as Chief Executive Officer  
of Hotbar.com, Inc.  
Gaby Karni, as President of Hotbar.com, Inc