

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST
-----------------------	--------------------------------------------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pass Privilege, Inc.		07/29/2004	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	First Marketing Company
Street Address:	1725 Roe Crest Drive
Internal Address:	P.O. Box 3728
City:	North Mankato
State/Country:	MINNESOTA
Postal Code:	56002-3728
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2603387	AWARDTRACK
Registration Number:	2526665	AWARDFINDER
Registration Number:	2526632	AWARDMAXIMIZER
Registration Number:	2526630	AWARDSTORE
Registration Number:	2580697	AWARDMAIL

CORRESPONDENCE DATA	
Fax Number:	(612)632-4347
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612 632-3347
Email:	trademark@gpmlaw.com
Correspondent Name:	Jennifer C. Debrow
Address Line 1:	P.O. Box 2906
Address Line 4:	Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	98938
-------------------------	-------

CH \$140.00 2603387

NAME OF SUBMITTER:

Gwen Spurrier

Total Attachments: 8

source=PASS-PR-FM-ASGN#page1.tif

source=PASS-PR-FM-ASGN#page2.tif

source=PASS-PR-FM-ASGN#page3.tif

source=PASS-PR-FM-ASGN#page4.tif

source=PASS-PR-FM-ASGN#page5.tif

source=PASS-PR-FM-ASGN#page6.tif

source=PASS-PR-FM-ASGN#page7.tif

source=PASS-PR-FM-ASGN#page8.tif

INTELLECTUAL PROPERTY ASSET ASSIGNMENT

This Intellectual Property Asset Assignment ("IP Assignment") is made as of July 29, 2004 (the "Effective Date") between: PASS PRIVILEGE, INC. ("Assignor") and FIRST MARKETING COMPANY. ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated July 29, 2004 (the "Agreement"), pursuant to which Assignee purchased certain assets of Assignor related to the Business, including the Purchased Intellectual Property Assets (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings given to the Agreement.

B. Assignor now desires to transfer to Assignee all its rights, title and interest in the Purchased Intellectual Property Assets.

CLAUSES

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and for other good valuable consideration, the receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Purchased Intellectual Property Assets to Assignee and the parties further as follows:

1. Governmental Authority Definitions. For purposes of the IP Assignments, the following terms will have the following meanings : (i) the term "United States" will mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term "Other Nation" will mean each county, principality or other independent territory and each subdivision thereof, which is not a part of the United States; (iii) the term "Supra-National Authority" will mean the European Union, the United Nations, the World Court, the World Intellectual Property Organization, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement on Tariffs and Trade, the Berne Convention, the North American Free Trade Agreement and all other multi-national authorities or treaties which have or may have from time to time jurisdiction over any of the parties or any performance under this Agreement; and (iv) the term "Governmental Authority" will mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) all Other Nations, (D) any state, territory, county, province, municipality, parish or other subdivisions of and Other Nations, and (E) all Supra-National Authorities.

2. Assignment of Purchased Intellectual Property Assets. Through this instrument and effective as of the Effective Date, Assignee purchases and Assignor transfers, assigns and conveys to Assignee, all of the U.S. and foreign trademarks/servicemarks listed on Exhibit A

attached hereto and incorporated by reference herein, all of the Internet domain names (Uniform Resource Locators) listed on Exhibit B attached hereto and incorporated by reference herein, all right, title and interest, if any, that Assignor may have in the trademarks/servicemarks listed on Exhibit C (the "Common Law Rights") and all of the following assets of Assignor related to the Business (collectively the "Purchased Intellectual Property Assets"): (a) all trade secrets, confidential business information, ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, and marketing plans, and customer and supplier lists and related information relating to the Business; (b) all license agreements and sublicense agreements to and from third parties relating to any of the foregoing; (c) all other proprietary, industrial and intellectual property rights of any type or nature (including, without limitation, all computer software and documentation) and all copies of tangible embodiments of the foregoing relating to the Business; and (d) all goodwill associated with the Purchased Intellectual Property Assets. All of the Purchased Intellectual Property Assets shall be conveyed to Assignee on the Effective Date free and clear of all liens, titles, claims, encumbrances, charges, security interests or other interests of any nature or type or other restrictions whatsoever; provided, that it is expressly agreed between Assignor and Assignee that, with respect to the Common Law Rights, Assignor is transferring whatever interest Assignor may have, without any express or implied representations, statements, warranties or covenants of any kind or nature whatsoever.

3. Grant of Rights to Purchased Intellectual Property Assets. Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Purchased Intellectual Property Assets, including but not limited to any and all: (i) copyrights, patents, trademarks, service marks and trade names of any type or nature in the Purchased Intellectual Property Assets whether or not registered, and all applications for the same; (ii) the right to record the assignments under the IP Assignment in the United States Patent and Trademark Office and in any other public offices of any Governmental Authority throughout the world; (iii) the right to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; (iv) rights to print, publish, broadcast, distribute, copy, reproduce, record, translate, film, syndicate, display, rent, lend, lease, license and perform the Purchased Intellectual Property Assets in all media (now or subsequently existing) and languages (human or computer); and (v) all goodwill associated with the Purchased Intellectual Property Assets.

4. No Retained Rights. The parties specifically agree that Assignor is not retaining any ownership, copyright, trademark, patent or other intellectual property right or any right, title or interest whatsoever in the Purchased Intellectual Property Assets, and upon Assignor's receipt of the consideration, in full, this IP Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Purchased Intellectual Property Assets, whether currently existing or arising or recognized in the future to Assignee. Assignor further acknowledges and agrees that the Purchased Intellectual Property Assets constitute the sole and exclusive property of Assignee.

5. Further Instruments. Assignor shall execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Purchased Intellectual Property Assets as set forth in this IP Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this IP Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Purchased Intellectual Property Assets and all claims or rights thereunder.

6. Authorization. Assignor represents and warrants that it has full power and authority, (i) to enter into this IP Assignment; (ii) to grant to Assignee all rights in and to the Purchased Intellectual Property Assets; and (iii) to perform all of its obligations under this IP Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

7. Notices. All notices concerning this IP Assignment shall be given in writing in accordance with Section 10.19 of the Agreement.

8. Binding Effect. This IP Assignment shall be binding upon and inure to the benefit of Assignee and Assignor as well as their respective successors. The terms of this IP Assignment shall govern if there is any conflict between this IP Assignment and any other written instrument which concerns or affects the subject matter of this IP Assignment.

9. Complete Understanding. The IP Assignment constitutes the complete understanding between the parties. No alteration or modification of any of this IP Assignment's provisions shall be valid unless made in a written instrument which both parties sign. This IP Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this IP Assignment.

10. Applicable Law; Waiver of Jury Trial; Consent to Jurisdiction. The validity, construction and performance of this IP Assignment shall be governed by and construed in accordance with the internal law of the state of Minnesota applicable to contracts executed in and performed entirely within such state, without reference to any choice of law statutes or principles thereof. With respect to any litigation arising out of this IP Assignment, the parties expressly waive any right they may have to a jury trial and agree that any such litigation shall be tried by a judge without a jury. Each party agrees to non-exclusive personal jurisdiction and venue in the United States District Court in Chicago, Illinois.

11. Severability. If a court of competent jurisdiction holds that any one or more of this IP Assignment's provisions are invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this IP Assignment's other provisions, and this IP Assignment shall be constructed as if it had never contained such invalid, illegal or unenforceable provisions.

12. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this IP Assignment or granted pursuant to any breach or default under this IP Assignment, shall not be effective or binding upon such party unless the

same is in a written instrument which such party has signed. Any waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this IP Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement by and through their duly authorized officers as of the Effective Date.

“Assignor”

PASS PRIVILEGE, INC.

By 

Its _____ President

“Assignee”

FIRST MARKETING COMPANY

By _____

Its _____ President

same is in a written instrument which such party has signed. Any waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this IP Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement by and through their duly authorized officers as of the Effective Date.

"Assignor"

PASS PRIVILEGE, INC.

By _____
Its _____ President

"Assignee"

FIRST MARKETING COMPANY

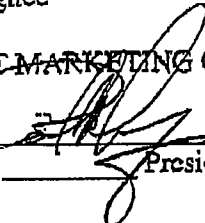
By  _____
Its _____ President

Exhibit A

Trademarks - UNITED STATES

Mark	App. No.	Date Filed	Reg. No.	Date Reg.	Expires Next Action	Class(es)	Current Owner	Sec. Holder	Status
AWARDFINDER	75/868,154	12/08/1999	2,526,665	01/08/2002	Sec 8/15 between 01/08/2007 - 01/08/2008	35: Administration and management of customer loyalty and incentive programs for others via a global computer network	Awardtrack, Inc. - CA Corp.	None	Registered
AWARDFINDER	75/868,154	12/08/1999	2,526,665	01/08/2002	Sec 8/15 between 01/08/2007 - 01/08/2008	35: Administration and management of customer loyalty and incentive programs for others via a global computer network	Awardtrack, Inc. - CA Corp.	None	Registered
AWARDFINDER	75/868,154	12/08/1999	2,526,665	01/08/2002	Sec 8/15 between 01/08/2007 - 01/08/2008	35: Administration and management of customer loyalty and incentive programs for others via a global computer network	Awardtrack, Inc. - CA Corp.	None	Registered
AWARDMAXIMIZER	75/848,088	11/13/1999	2,526,632	01/08/2002	Sec. 8/15 between 01/08/2007 - 01/08/2008	35: Administration and management of customer loyalty and incentive programs for others via a global computer network	Awardtrack, Inc. - CA Corp.	None	Registered
AWARDSTORE	75/848,004	11/13/1999	2,526,630	01/08/2002	Sec. 8/15 between 01/08/2007 - 01/08/2008	35: Administration and management of customer loyalty and incentive programs for others via a global computer network	Awardtrack, Inc. - CA Corp.	None	Registered
AWARDMAIL	75/848,051	11/13/1999	2,580,697	06/18/2002	Sec. 8/15 between 06/18/2007 - 06/18/2008	35: Administration and management of customer loyalty and incentive programs for others via a global computer network	Awardtrack, Inc. - CA Corp.	None	Registered
PASS PRIVILEGE CATAPULT	76/231,799	03/27/2001	2,840,737	05/11/2004	Sec. 8/15 between 05/11/2009 - 05/11/2010	35: Business marketing strategy consultation; business acquisition consultation;	Pass Privilege, Inc. - IL Corp.	None	Registered

Mark	App. No.	Date Filed	Reg. No.	Date Reg.	Expires Next Action	Class(es)	Current Owner	Sec. Holder	Status
						advertising services namely, creating brand identity for others and promoting the goods and services of others through the distribution of printed matter, all provided together in a single integrated program.			

Exhibit C
Pass Privilege, Inc.
Trademarks

POINTZONE	75/848,050	11/13/1999					35: Administration and management of customer loyalty and incentive programs for others via global computer networks.	Awardtrack, Inc. - CA Corp.	None	Abandoned as of 07/10/2002 Common Law
POINTSUNIVERSE	78/848,087	11/13/1999					35: Administration and management of customer loyalty and incentive programs for others via a global computer network	Awardtrack, Inc. - CA Corp.	None	Abandoned as of 07/10/2002 Common Law
AWARDNEWS	75/885,924	01/03/2000					35: Administration and management of customer loyalty and incentive programs for others via a global computer network.	Awardtrack, Inc. - CA Corp.	None	Abandoned as of 10/24/2002 Common Law
AWARDCALENDAR	75/885,817	01/03/2000					35: Promoting the goods and services of others through the administration of incentive programs via the global computer information network	Awardtrack, Inc. - CA Corp.	None	Abandoned as of 04/10/2003 Common Law
AWARDWALLET	75/848,052	11/13/1999					35: Administration and management of customer loyalty and incentive programs for others via a global computer network	Awardtrack, Inc. - CA Corp.	None	Abandoned as of 05/06/2002 Common Law
PASS PRIVILEGE								Pass Privilege, Inc.		Proposed Mark
PASS PRIVILEGE02								Pass Privilege, Inc.		Proposed Mark
LOYALTY	76/141,327	10/06/2000					9: Computer software for customer acquisition and retention through customer information management, electronic mail, advertising, incentives and sweepstakes.	AwardTrack, Inc. CA Corp.	None	Abandoned Common Law

TRADEMARK