

06/06/2004  
700106100

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
 Stockback Holdings, Inc.  
 Stockback, LLC

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

Citizenship (see guidelines) \_\_\_\_\_  
 Execution Date(s) March 15, 2004  
 Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No  
 Additional names, addresses, or citizenship attached?

Name: Veeva Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: 3399 Peachtree Rd., N.E.  
Suite 1050  
 City: Atlanta  
 State: Georgia  
 Country: USA Zip: 30326

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship Delaware  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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

**3. Nature of conveyance:**

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
See attached

B. Trademark Registration No.(s)  
 \_\_\_\_\_

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

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

Name: Wendy L. Robertson, Esq.  
 Internal Address: Alston & Bird LLP  
 Street Address: 1201 W. Peachtree Street  
 City: Atlanta  
 State: Georgia Zip: 30309-3424  
 Phone Number: (404) 881-7000  
 Fax Number: (404) 881-7777  
 Email Address: lpatl@alston.com

**6. Total number of applications and registrations involved:** 9

**7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 240.00**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number 16-0605  
 Authorized User Name Alston & Bird LLP

**9. Signature:** Wendy Robertson 2/6/04  
 Signature Date

Wendy L. Robertson  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 395-3933, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

02/06/2004 15:05:05 75000220

ATTACHMENT A

<u>SERIAL NO.</u>	<u>MARK</u>
75/800,820	STOCKBACK
75/800,821	STOCKBACK.COM
76/039,225	CONSUMER STOCK OWNERSHIP
76/058,477	STOCKBACK TICKER
76/096,015	STOCKBACK CAPITAL
76/066,577	STOCKBACK INDEX
76/061,900	EARN STOCK WHEN YOU TRAVEL
76/061,748	EARN STOCK WHEN YOU SHOP
76/061,749	EARN STOCKBACK WHEN YOU SHOP

## EXECUTION COPY

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement is made by STOCKBACK HOLDINGS, INC., LLC, a Delaware corporation and Stockback, LLC, a Delaware limited liability company (collectively, the "Assignors") to VESDIA CORPORATION, a Delaware corporation, 3399 Peachtree Rd., N.E., Suite 1050, Atlanta, GA 30326 ("Assignee").

WHEREAS, Assignors have invented one or more new and useful inventions (the "Invention(s)") and Assignor holds a patent related thereto, (the "Patent(s)");

WHEREAS, Assignors have various registered trademarks, unregistered trademarks ("Trademarks") and domain name registrations;

WHEREAS, The Inventions, Patents, Trademarks, and domain names, and all associated intellectual property rights, are collectively referred to as the "Transferred IP" and are described on Exhibit A below; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Transferred IP.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations contained and set forth herein, and other good and valuable consideration, the receipt and sufficiency of which to bind the Parties hereto is hereby acknowledged by each Party, the Parties hereby covenant and agree as follows:

1. **Assignment.** Assignors, jointly and severally, do hereby irrevocably assign to Assignee:

A. The entire right, title and interest (including but not limited to, the patent claims, all rights to derivative works, all goodwill and all other rights) in the Transferred IP (including subject matter disclosed but not claimed) described in the Patents and patent applications (identified below, the Trademarks, all copyright and trade secret rights in embodiments or designs for any such invention or any portion thereof, all rights in the below-identified United States and international patent applications if any and in all divisions, continuations and continuations-in-part of the applications, reissues and extensions of Letters Patent or Patents granted thereon, if any, including all applications specifically identified by number herein and all applications for which any present application claims a benefit or is claimed for benefit under 35 U.S.C. § 119 or § 120 or § 365, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries;

B. The right to file foreign patent, copyright or trademark applications on the Transferred IP in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications;

C. The right to license, to enforce, to receive remedies and relief including without limitation past royalties for infringement related to the Transferred IP.

2. **Consideration.** It is a condition of Assignors obligations pursuant to the Asset Purchase Agreement by and between the parties hereto, dated March 8, 2004 to enter into this Agreement with Assignee. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignors the sum of one dollar (\$1.00), payable on even date with the Asset Purchase Agreement described above.

3. **Representations and Warranties.** Except as listed on Schedule 5 of the Asset Purchase Agreement, Assignor, jointly and severally, represent and warrant to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Inventions and the Patents and the Transferred IP;
- (c) The Transferred IP is free of any liens, security interests, encumbrances or licenses;

EXECUTION COPY

- (d) The Transferred IP does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Transferred IP;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Recording of Transfer and Assignment.** Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and other intellectual property officials in this and foreign countries as are duly authorized by their laws to issue patents, trademarks or copyright registrations, to issue any and all Patents, copyrights, trademarks, or their equivalent, and registrations on the Transferred IP to Assignee as the owner of the entire interest, for the sole use and benefit of Assignee, its successors, assigns and legal representatives.

5. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

6. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreement, representations or warranties between them respecting the subject matter hereof.

7. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

8. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

9. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

10. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Georgia. The Parties agree that any claim arising out of or relating to this Agreement shall be (i) brought in the Superior Court of Fulton County, Georgia, or (ii) brought in or removed to the United States District Court for the Northern District of Georgia, Atlanta Division. The Parties consent to the personal jurisdiction of the courts identified above. The Parties waive (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

[Signature Begin on Next Page]

EXECUTION COPY

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives, effective this 15 day of MARCH, 2004.

ASSIGNORS:

STOCKBACK HOLDINGS, INC.  
STOCKBACK, LLC

By: [Signature]  
C. Eric Peters, Chief Executive Officer

State of NEW YORK

County of NEW YORK

On 3/15/04 before me, ROBERTA E. KRANZ, notary, personally appeared CHARLES ERIC PETERS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature: [Signature]  
Notary

ROBERTA E. KRANZ  
Notary Public, State of New York  
No. 01KR4078880  
Qualified in Kings County  
Commission Expires March 11, 2007

Accepted by ASSIGNEE:

By: [Signature]  
Name: Pat Davis  
Title: CEO  
Address:

EXECUTION COPY

Exhibit A

**Patents**

The Feidelson Patent. On February 5, 2002, the United States Patent and Trademark Office granted Stockback Patent No. US 6,845,261 B1 titled: "Customer Loyalty Investment Program System and Method" (the "Feidelson Patent").

U.S. Patent No: 6,846,261 B1  
U.S. Filing Date: February 5, 2002  
Title: "Customer Loyalty Investment Program System and Method"  
Inventors: Robert S. Feidelson, G. Eric Peters, Timothy C. Parrott, Joseph P. Lanzetta

Pending Patents

U.S. Patent Application No: 10/043,621 (the "Palera Patent Application")  
U.S. Filing Date: January 11, 2002  
Title: "Customer Loyalty Programs and Systems Methods for Such Programs"  
Inventors: Eric Peters

International Application No: PCT/US10/468,055

U.S. Patent Application No: 09/797,628 (the "OWNX Patent Application")  
U.S. Filing Date: August 23, 2002  
Title: "Methods and System for Automatically Calculating and Managing Consumer Earned Equity."  
Inventors: Patrick M. Palcic and Paul D. Hakim

U.S. Patent Application No: 09/260,212  
U.S. Filing Date: March 30, 2000  
Title: "Consumer Incentive Program Providing Corporate Equity in Return for Consumer Purchases."  
Inventors: Patrick M. Palcic, Paul D. Hakim and Allan M. Weingarden

U.S. Patent Application No: 60/186,711  
U.S. Filing Date: March 29, 1999  
Title: "Methods and System for Automatically Calculating and Managing Consumer Earned Equity."  
Inventors: Patrick M. Palcic and Paul D. Hakim

International Application No: PCT/US99/19927  
International Filing Date: August 31, 1998  
Applicant: Ownx, Inc.  
Title: "System for Automatically Calculating Consumer Earned Equity."

U.S. Patent Application No: 09/482,762  
U.S. Filing Date: January 28, 2000  
Title: "Incentive Program Associated with Equity Acquisition"  
Inventors: Carolyn Clute, Frank Slack, Paul Hudson, Donna Kuker, Matt Ho, and Liam Supple

International Application No: PCT/US00/1173  
International Filing Date: May 2, 2000  
Applicant: StockPower, Inc.  
Title: "Incentive Program Associated with Equity Acquisition."

EXECUTION COPY

Trademarks

Serial #	Mark
1. 75/800,820	STOCKBACK
2. 75/800,821	STOCKBACK.COM
3. 76/039,225	CONSUMER STOCK OWNERSHIP
4. 76/058,477	STOCKBACK TICKER
5. 76/058,013	STOCKBACK CAPITAL
6. 76/056,577	STOCKBACK INDEX
7. 76/051,800	EARN STOCK WHEN YOU TRAVEL
8. 76/061,748	EARN STOCK WHEN YOU SHOP
9. 76/061,749	EARN STOCKBACK WHEN YOU SHOP

Domain Names

- 1. www.stockback.com

Initials: 

Initials: 