

Attorney Docket No.:M2003-4001

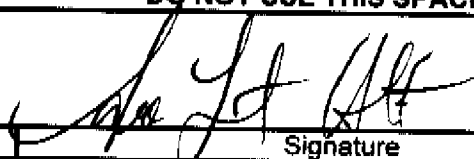
Form PTO-1594  
(Rev. 03/01)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

OMB No.0851-0027 (exp. 5/31/2002)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies) Retail Systems Alert Group Inc.</p> <p>Individual(s) citizenship:</p> <p>Additional name(s) of conveying party(ies) attached? No</p>		<p>2. Name and address of receiving party(ies): Name: Retail Systems B2B LLC Internal Address: Street Address: 77 Oak Street, Suite 201 Newton Upper Falls, MA 02464 Individual(s) citizenship:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation may be attached.  (Designations may be a separate document from assignment.) Additional name(s) &amp; address(es) attached? No</p>	
<p>3. Nature of conveyance: Assignment  Effective Date: August 18, 2004</p>			
<p>4. Application number(s) or Registration number(s):  A. Trademark Application No(s): <b>See Attached Schedule</b>  B. Trademark Registration No(s): <b>See Attached Schedule</b>  Additional number(s) attached? Yes</p>			
<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Ann Lamport Hammitte Address: Lowrie, Lando &amp; Anastasi, LLP Riverfront Office Park One Main Street, Eleventh Floor Cambridge, MA 02142</p>		<p>6. Total number of applications and registrations involved: [9] 7. Total fee (37 CFR 3.41) \$ 240.00 [X] Authorized to be charged to deposit account No. 50/2762 If the enclosed fee is insufficient, the Commissioner is authorized to charge the fee to the account of the undersigned. 8. Deposit account number: 50/2762</p>	
<b>DO NOT USE THIS SPACE</b>			
<p>9. Signature  Ann Lamport Hammitte  December 8, 2004</p>			
Name of Person Signing		Signature	Date
Total number of pages including cover sheet, attachments, and document:			

GH \$240.00 502762 1660117

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office, P.O. Box 1460,  
Alexandria, VA 22313-1450

**TRADEMARK**  
REEL: 002990 FRAME: 0163

Schedule 1

<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
RETAIL SYSTEM ALERT	1550117	August 1, 1989
RETAIL SYSTEMS	2293868	November 23, 1999
TOP OF THE NET	2197734	October 20, 1998
TECHTOURS	2445883	April 24, 2001
TECHTOURS	2440351	April 3, 2001
MOONWATCH MEDIA	2772090	October 7, 2003
MOONWATCH MEDIA	2772091	October 7, 2003
MOONWATCH MEDIA	2772092	October 7, 2003
MOONWATCH MEDIA	2772093	October 7, 2003

**EXECUTION COPY**

**TRADEMARK ASSIGNMENT**

WHEREAS, Retail Systems Alert Group Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a principal place of business at 77 Oak Street, Suite 201, Newton Upper Falls, MA 02464 ("ASSIGNOR"), owns the entire right, title and interest in and to the United States trademark registrations listed on Schedule 1 (the "Trademarks"); and

WHEREAS, Retail Systems B2B LLC, a limited liability company organized and existing under the laws of the state of Delaware and having its principal place of business at 77 Oak Street, Suite 201, Newton Upper Falls, MA 02464 ("ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR hereby sells, assigns and transfers unto the ASSIGNEE, and its successors and assigns, the entire right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, and any trademark registrations issued by any governmental agency in connection therewith, and further including: all income, royalties, and damages now and hereafter due and/or payable to ASSIGNOR, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements, dilutions, or misappropriations thereof, and all rights corresponding to any of the above throughout the world;

AND THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office and any Official of any state, country or countries foreign to the United States, whose duty is to issue trademark registration or other evidence or forms of intellectual property protection on applications as aforesaid, to issue the same to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE ASSIGNOR HEREBY COVENANTS and agrees that the ASSIGNOR will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to the ASSIGNOR respecting the Trademarks, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Trademarks.

Each of ASSIGNOR and ASSIGNEE, by its execution of this Trademark Assignment, hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of either party under the Asset Purchase Agreement dated the date hereof by and among ASSIGNOR, ASSIGNEE and certain other parties identified therein (the "Purchase Agreement"), shall be deemed to be enlarged, modified or altered in any way by such execution of this instrument and that, in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Assignment to be duly executed as a sealed instrument by its duly authorized officer on the date set forth below.

**RETAIL SYSTEMS ALERT GROUP INC.**

By:   
Name: Thomas H. Friedman  
Title: President

[Corporate Seal]

Attest:

\_\_\_\_\_

ACCEPTED:

**RETAIL SYSTEMS B2B LLC**

By: \_\_\_\_\_  
Name: Kevin J. Condon  
Title: President

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Assignment to be duly executed as a sealed instrument by its duly authorized officer on the date set forth below.

**RETAIL SYSTEMS ALERT GROUP, INC.**

By: \_\_\_\_\_  
Name: Thomas H. Friedman  
Title: President

ACCEPTED:

**RETAIL SYSTEMS B2B LLC**

By: *Kevin J. Condon*  
Name: Kevin J. Condon  
Title: President