



102046214

To the Commissioner of Patents and Trademarks,

agents or copy thereof.

1. Name of conveying party(ies):

beenz.com USA inc.

3-21-02

- Individuals
- General Partnership
- Corporation-State of Delaware
- Other: _____
- Association
- Limited Partnership

2. Name and address of receiving party(ies):

beenz.com Ireland Ltd.
Earlsfort Centre, Earlsfort Terrace
Dublin 2, Ireland

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: _____
- Merger
- Change of Name

- Individual(s) citizenship
- General Partnership
- Corporation-State of _____
- Other: Private Limited Company
- Association
- Limited Partnership

Execution Date: December 13, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)/ Mark(s)

75/658,940 BEENZ & Design

B. Trademark Reg. No.(s)/Mark(s)

2,459,139 BEENZ

Additional numbers attached? Yes No

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

Name: Anna W. Manville
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 12

7. Total fee (37 CFR 3.41): \$315.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Anna W. Manville

Name of Person Signing

Signature

March 12, 2002

Date

Total number of pages including cover sheet, attachments, and document: 29

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

04/05/2002 GT0N11 00000206 75658940

01 FC:481
02 FC:482

40.00 OP
275.00 OP

TRADEMARK
REEL: 002476 FRAME: 0413

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Page 2

A. Trademark Application No.(s)/ Mark(s) (continued)

Serial No.	Trademark
75/658,941	B LOGO
75/687,392	THE WEBS CURRENCY
75/768,018	BEENZ.COM
75/884,129	ISHOP
75/884,130	THE UNIVERSAL CURRENCY
75/884,134	THE INTERNET'S CURRENCY
75/884,135	ECURRENCY
75/884,172	ISHOPPERS
75/884,173	THE GLOBAL CURRENCY
75/884,174	THE WORLD'S CURRENCY

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made and entered into as of the 13th day of December, 2001 by and among beenz.com inc., a Delaware corporation ("beenz"), with its principal place of business located at 283 Greenwich Avenue, 3rd Floor, Greenwich, CT 06830, United States of America, and each of the undersigned entities and individuals, whose principal places of business are listed next to their signatures below (collectively, together with beenz, the "Assignors"), on the one hand, and beenz.com Ireland Limited, a private limited company incorporated under the laws of Ireland ("Assignee"), with its principal place of business located at Earlsfort Centre, Earlsfort Terrace, Dublin 2, Ireland, on the other hand, as set forth below; provided, however, that with respect to Assignors identified next to their name with a different effective date, then the effective date with respect to such Assignors shall be the date indicated therein.

W I T N E S S E T H:

WHEREAS, each of the Assignors desires to assign all of its respective right, title and interest in and to any and all of their trademarks and service marks (including, without limitation, those listed on Schedule A to this Assignment), but specifically excluding the trademarks listed on Schedule B, together with the intellectual property rights therein and all goodwill associated therewith or appurtenant thereto (the "Marks");

WHEREAS, each of the Assignors desires to assign all of its right, title and interest in and to any and all of their domain names (including, without limitation, those listed on Schedule C to this Assignment), but specifically excluding the domain names listed out on Schedule B, together with all intellectual property rights therein and all goodwill associated therewith or appurtenant thereto (the "Domain Names"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks and the Domain Names; and

WHEREAS, the "Transfer Date" shall mean, with respect to each Assignor, the earlier of (a) the date one day prior to when such Assignor was legally dissolved (or equivalent) or (b) one day prior to the "Network Closing" as such term is defined in Section 1.22 of Part C of that certain Amended and Restated Stock and Asset Purchase Agreement, dated as September 7, 2001, by and between beenz and Carlson Marketing Group, Inc., a New Jersey corporation.

NOW THEREFORE, in consideration of the mutual premises, agreements and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors, intending legally to be bound, hereby agrees as follows:

1. Assignment of the Marks and Domain Names. Each of the Assignors hereby transfers, conveys, assigns and delivers to Assignee, effective as of the Transfer Date, all of such Assignor's right, title and interest for all countries in and to the Marks and the Domain Names (including, without limitation, all trademark, service mark and trade dress rights, together with all applications, registrations, recordings, renewals, and extensions in connection therewith or thereof, and the goodwill associated therewith or appurtenant thereto). For the avoidance of doubt, each of the Assignors also assigns to Assignee the right to sue for damages and other remedies for past, existing or future infringements or dilutions of the Marks or the Domain Names.

2. Further Assurances. Each of the Assignors hereby agrees without further remuneration to execute and deliver (and use its commercially reasonable efforts to cause other persons to execute and deliver) to Assignee such further documents, instruments, and assignments Assignee may reasonably request, and to provide such documentation and take such actions and do such things (and use its commercially reasonable efforts to cause other persons to do the same) as may be reasonably requested by Assignee to give full effect to the terms of this Assignment and to evidence, establish, maintain or protect Assignee's rights, title and interests in and to the Marks and the Domain Names, including, without limitation, the intellectual property rights therein or related thereto.

3. Licenses. Each of the Assignors hereby terminates, effective as of the Transfer Date, any licenses granted to any of the other Assignors for any of the Marks or the Domain Names and each licensed Assignor hereby accepts such termination. Assignee hereby terminates, effective as of the Transfer Date, any licenses granted to any of the Assignors for any trademarks, service marks, trade dress, logos or domain names, including without limitation (a) any licenses for any of the Marks or Domain Names, and (b) the License Agreement between beenz.com USA, Inc. and Assignee dated February 15, 2000, and each licensed Assignor hereby accepts such termination.

4. Binding on Successors. This Assignment shall be binding upon and inure to the benefit of the Assignors and Assignee and their respective successors in interest and assigns.

5. Effective Time. This Assignment shall become effective as of the Transfer Date.

6. Severability. If any term or provision of this Assignment shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, then all other provisions or terms of this Assignment shall not be affected and shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written by the duly authorized representative of each of the Assignors.

ASSIGNORS:

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com inc.
By: Sean P. Lane
Name: Sean P. Lane
Title: Executive Vice President and Chief
Administrative Officer

Address:
beenz AB
8 Monkleigh Road
Morden
Surrey SM4 4EW
United Kingdom

beenz AB
By: _____
Name: Ferdinand DeLisser
Title: Deputy Director

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com Asia Pacific PTE Ltd.
By: [Signature]
Name: Stephen T. Limpe
Title: Director

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com Australia Pty Ltd.
By: Sean P. Lane
Name: Sean P. Lane
Title: Director

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenzcom EMEA S.L.
By: Sean P. Lane
Name: Sean P. Lane
Title: Secretary

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written by the duly authorized representative of each of the Assignors.

ASSIGNORS:


Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com inc.

By: _____
Name: Sean P. Lane
Title: Executive Vice President and Chief
Administrative Officer

Address:
beenz AB
8 Monkleigh Road
Morden
Surrey SM4 4EW
United Kingdom

beenz AB

By: 
Name: Ferdinand DeLisser
Title: Deputy Director

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com Asia Pacific PTE Ltd.

By: _____
Name: Stephen T. Limpe
Title: Director

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com Australia Pty Ltd.

By: _____
Name: Sean P. Lane
Title: Director

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenzcom EMEA S.L.

By: _____
Name: Sean P. Lane
Title: Secretary

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com France

By: Sean P. Lane
Name: Sean P. Lane
Title: Power of Attorney

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com Deutschland GmbH

By: Sean P. Lane
Name: Sean P. Lane
Title: Managing Director

Address:
beenz.com inc.
3 Park Avenue, 29th Floor
New York, NY 10016

beenz.com HK Limited

By: Sean P. Lane
Name: Sean P. Lane
Title: Director

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com Italia S.p.A.

By: Sean P. Lane
Name: Sean P. Lane
Title: Director

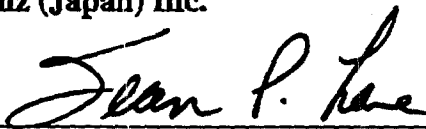
Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com Japan Holdings Limited

By: Sean P. Lane
Name: Sean P. Lane
Title: Director

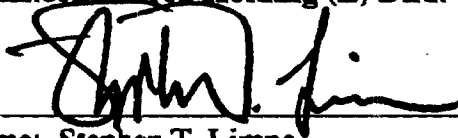
Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz (Japan) Inc.

By: 
Name: Sean P. Lane
Title: Director

Address:
beenz.com inc
3 Park Avenue, 29th Floor
New York, NY 10016

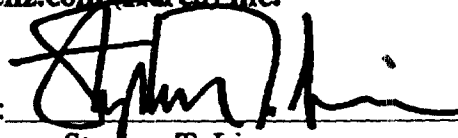
beenz.com Korea Holding (L) Bhd.

By: 
Name: Stephen T. Limpe
Title: Director

Effective Date: August 1, 2001

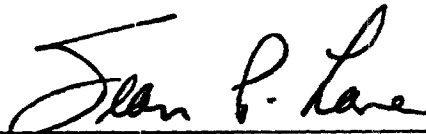
Address:
beenz.com inc
3 Park Avenue, 29th Floor
New York, NY 10016
Effective Date: August 1, 2001

beenz.com (Korea) inc.

By: 
Name: Stephen T. Limpe
Title: Director

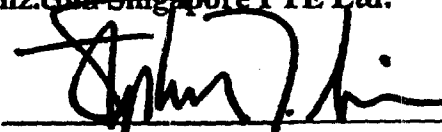
Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com Portugal-Consultadoria
Económica E Participações, Unipessoal
Lda.

By: 
Name: Sean P. Lane
Title: Director

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA


beenz.com Singapore PTE Ltd.

By: 
Name: Stephen T. Limpe
Title: Director

Address:
beenz.com inc
3 Park Avenue, 29th Floor
New York, NY 10016

Effective Date: August 1, 2001

beenz.com South Africa Pty Ltd.

By: 
Name: Sean P. Lane
Title: Director


Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com Taiwan Ltd.

By: 
Name: Stephen T. Limpe
Title: Supervisor

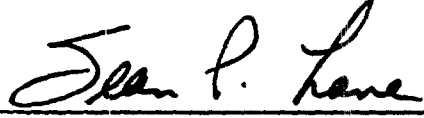
Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com UK Ltd.

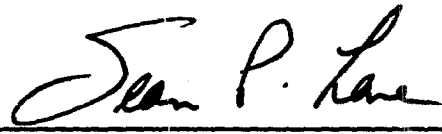
By: 
Name: Sean P. Lane
Title: Director

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

beenz.com USA inc.

By: 
Name: Sean P. Lane
Title: Director

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA


Sean P. Lane

Address:
Latham & Watkins
650 Town Center Drive
Suite 2000
Costa Mesa , CA 926265

Mark Finkelstein

Address:
beenz.com inc
3 Park Avenue, 29th Floor
New York, NY 10016

Effective Date: August 1, 2001

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

Address:
beenz.com inc.
283 Greenwich Avenue 3rd Floor
Greenwich, CT 06830 USA

Address:
Latham & Watkins
650 Town Center Drive
Suite 2000
Costa Mesa , CA 926265

beenz.com South Africa Pty Ltd.

By: _____
Name: Sean P. Lane
Title: Director

beenz.com Taiwan Ltd.

By: _____
Name: Stephen T. Limpe
Title: Supervisor

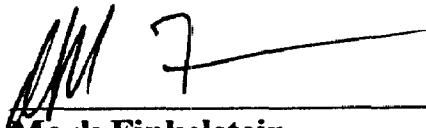
beenz.com UK Ltd.

By: _____
Name: Sean P. Lane
Title: Director

beenz.com USA inc.

By: _____
Name: Sean P. Lane
Title: Director

Sean P. Lane



Mark Finkelstein

Address:
21 Hutchings Walk
Hampstead Garden
London NW11 6LT
United Kingdom

Charles Cohen

Address:

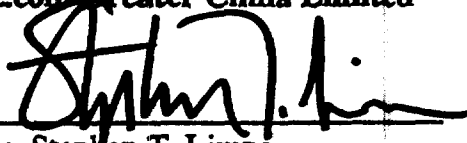
beenz.com Malaysia Sdn. Bhd.

Effective Date: August 1, 2001

By: _____
Name: _____
Title: _____

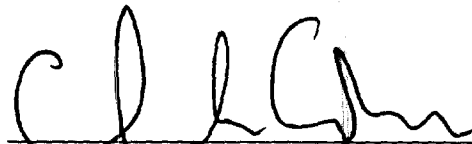
Address:
beenz.com inc
3 Park Avenue, 29th Floor
New York, NY 10016

beenz.com Greater China Limited

By: 
Name: Stephen T. Limpe
Title: Director

Effective Date: August 1, 2001

Address:
21 Hutchings Walk
Hampstead Garden
London NW11 6LT
United Kingdom


Charles Cohen

Address:

Effective Date: August 1, 2001

beenz.com Malaysia Sdn. Bhd.

By: _____
Name: _____
Title: _____

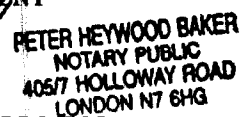
Address:
beenz.com inc
3 Park Avenue, 29th Floor
New York, NY 10016

Effective Date: August 1, 2001

beenz.com Greater China Limited

By: _____
Name: Stephen T. Limpe
Title: Director

SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT


PETER HEYWOOD BAKER
NOTARY PUBLIC
405/7 HOLLOWAY ROAD
LONDON N7 6HG

TRADEMARK

REEL: 002476 FRAME: 0425

Address:
21 Hutchings Walk
Hampstead Garden
London NW11 6LT
United Kingdom

Charles Cohen

Address:
c/o 10th Floor, Tower Block
Kompleks Antarabangsa, Jalan
Sultan Ismail, 50250 Kuala Lumpur.

beenz.com Malaysia Sdn. Bhd.

By: 
Name: Lee Ghee Keong
Title: Director

Effective Date: August 1, 2001

Address:
beenz.com inc
3 Park Avenue, 29th Floor
New York, NY 10016

beenz.com Greater China Limited

By: _____
Name: Stephen T. Limpe
Title: Director

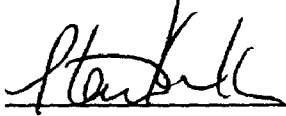
Effective Date: August 1, 2001

SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT

TRADEMARK
REEL: 002476 FRAME: 0426

STATE OF CONNECTICUT)
) SS.
COUNTY OF FAIRFIELD)

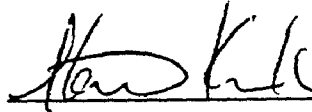
On this 13th day of December, 2001, before me, Starr Kurke, a notary public of the State of Connecticut, personally appeared Sean P. Lane, personally known to be (or proved to me on the basis of satisfactory evidence to be) the above-described officer of the above listed entities and the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.



Notary Public
My Commission Expires 11/30/06

STATE OF CONNECTICUT)
) SS.
COUNTY OF FAIRFIELD)

On this 13th day of December, 2001, before me a notary public of the State of Connecticut, personally appeared Stephen T. Limpe, personally known to be (or proved to me on the basis of satisfactory evidence to be) the above-described officer of the above listed entities and the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.



Notary Public
My Commission Expires 11/30/06

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2001, before me a Notary Public of the State of _____, personally appeared Mark Finkelstein, personally known to be (or proved to me on the basis of satisfactory evidence to be) the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

Notary Public

STATE OF CONNECTICUT)
) SS.
COUNTY OF FAIRFIELD)

On this 13th day of December, 2001, before me, Starr Kurke, a notary public of the State of Connecticut, personally appeared Sean P. Lane, personally known to be (or proved to me on the basis of satisfactory evidence to be) the above-described officer of the above listed entities and the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

Notary Public
My Commission Expires 11/30/06

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2001, before me a notary public of the State of _____, personally appeared Stephen T. Limpe, personally known to be (or proved to me on the basis of satisfactory evidence to be) the above-described officer of the above listed entities and the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

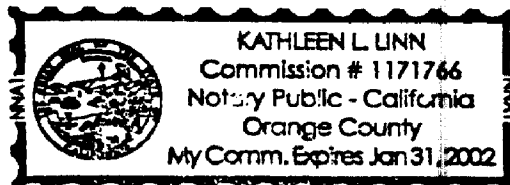
Notary Public

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On this 17 day of DECEMBER, 2001, before me a Notary Public of the State of CALIFORNIA, personally appeared Mark Finkelstein, personally known to be (or proved to me on the basis of satisfactory evidence to be) the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

Kathleen L Linn

Notary Public



_____))
_____)) SS.
_____))

On this ____ day of _____, 2001, before me a Notary Public of the _____, personally appeared Charles Cohen, personally known to be (or proved to me on the basis of satisfactory evidence to be) the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

Notary Public

Anacleto Xavier Dos Remedios Figueiredo
NOTARY PUBLIC
Berkeley House, 3rd Floor
Upper Richmond Road
PUTNEY, London SW15 2SZ U.K.

_____))
_____)) SS.
_____))

On this 14th day of DECEMBER, 2001, before me a Notary Public of the United Kingdom Gb., personally appeared Ferdinand DeLisser, personally known to be (or proved to me on the basis of satisfactory evidence to be) the Deputy Director of beenz AB and the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

A. J. D.

Notary Public



_____))
_____)) SS.
_____))

On this ____ day of _____, 2001, before me a Notary Public of the _____, personally appeared _____, personally known to be (or proved to me on the basis of satisfactory evidence to be) the _____ of beenz.com Malaysia Sdn. Bhd. and the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

Notary Public

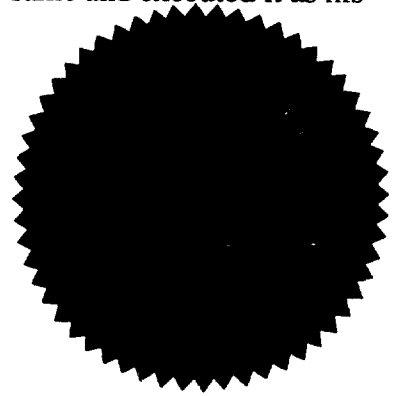
SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT

LONDON)
) SS.
FRODO)

On this 20th day of December, 2001, before me a Notary Public of the UNITED KINGDOM, personally appeared Charles Cohen, personally known to be (or proved to me on the basis of satisfactory evidence to be) the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

P. Baker
Notary Public

PETER HEYWOOD BAKER
NOTARY PUBLIC
4857 HOLLOWAY ROAD
LONDON N7 6HG
57 Dec



_____))
) SS.
_____)

On this ____ day of _____, 2001, before me a Notary Public of the _____, personally appeared Ferdinand DeLisser, personally known to be (or proved to me on the basis of satisfactory evidence to be) the Deputy Director of beenz AB and the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

Notary Public

_____))
) SS.
_____)

On this ____ day of _____, 2001, before me a Notary Public of the _____, personally appeared _____, personally known to be (or proved to me on the basis of satisfactory evidence to be) the _____ of beenz.com Malaysia Sdn. Bhd. and the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

Notary Public

SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT

TRADEMARK
REEL: 002476 FRAME: 0430

_____))
_____)) SS.
_____))

On this ____ day of _____, 2001, before me a Notary Public of the _____, personally appeared Charles Cohen, personally known to be (or proved to me on the basis of satisfactory evidence to be) the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

Notary Public

_____))
_____)) SS.
_____))

On this ____ day of _____, 2001, before me a Notary Public of the _____, personally appeared Ferdinand DeLisser, personally known to be (or proved to me on the basis of satisfactory evidence to be) the Deputy Director of beenz AB and the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

Notary Public

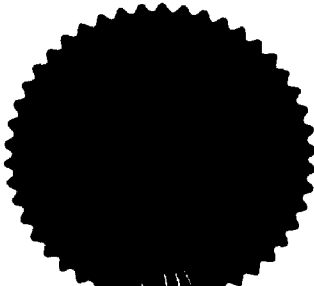
_____))
_____)) SS.
_____))

On this 21st day of December, 2001, before me a Notary Public of the States of West Malaysia, personally appeared Lee Chee Keong, personally known to be (or proved to me on the basis of satisfactory evidence to be) the Director of beenz.com Malaysia Sdn. Bhd. and the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.


CHUA LIANG HONG
NOTARY PUBLIC
KUALA LUMPUR
WEST MALAYSIA

Notary Public

SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT



Accepted and Agreed:

beenz.com Ireland Limited

By: Sean P. Lane
Name: Sean P. Lane
Title: Director

STATE OF CONNECTICUT)
) SS.
COUNTY OF FAIRFIELD)

On this 13th day of December, 2001, before me, Starr Kurke, a notary public of the State of Connecticut, personally appeared Sean P. Lane, personally known to be (or proved to me on the basis of satisfactory evidence to be) the Director of beenz.com Ireland Ltd. and the person whose name is subscribed to this instrument, who acknowledged that he read the same and executed it as his free act and deed.

Starr Kurke

Notary Public

My Commission Expires 11/30/06

M1:821902.06

Schedule A

Trademark Registrations/Applications

Schedule A

Trademark Registrations/Applications

Country	Trademark Name:	Owner:	App. No:	Filing Date:	Regis. No:	Reg. Date:	Classes:	Matter No.	Status
Australia	IBEN7	IBEN7.COM	24225	2001/02/02					

PAGES 1-2 REDACTED

Country	Trademark Name:	Owner:	App. No:	Filing Date:	Regis. No:	Reg. Date:	Classes:	Matter No.	Status
Mexico	BEENZ Logo Design	BEENZ.COM IRELAND LTD.	439801	8/2/2000	On File	6/1/2001	35	0002-295	REG.
Mexico	ECURRENCY	BEENZ.COM IRELAND LTD.	439810	8/2/2000	670600	8/30/2000	36	0002-304	REG.
Mexico	ECURRENCY	BEENZ.COM IRELAND LTD.	439811	8/2/2000	On File	6/1/2001	42	0002-305	REG.
Mexico	ECURRENCY	BEENZ.COM IRELAND LTD.	439809	8/2/2000	On File	6/1/2001	35	0002-303	REG.
Mexico	ECURRENCY	BEENZ.COM IRELAND LTD.	439808	8/2/2000	On File	6/1/2001	9	0002-302	REG.
Mexico	THE WEB'S CURRENCY	BEENZ.COM IRELAND LTD.	439815	8/2/2000	670605	8/30/2000	42	0002-309	REG.
Mexico	THE WEB'S CURRENCY	BEENZ.COM IRELAND LTD.	439814	8/2/2000	670604	8/30/2000	36	0002-308	REG.
Mexico	THE WEB'S CURRENCY	BEENZ.COM IRELAND LTD.	439813	8/2/2000	670603	8/30/2000	35	0002-307	REG.
Mexico	THE WEB'S CURRENCY	BEENZ.COM IRELAND LTD.	439812	8/2/2000	On File	6/1/2001	9	0002-306	REG.
Singapore	B Logo Design	BEENZ.COM IRELAND LTD.	T00/02085C	2/14/2000	T00/02085C	2/14/2000	35	0002-119	REG.
Singapore	BEENZ	BEENZ.COM IRELAND LTD.	T00/02088Z	2/14/2000	T00/02088Z	2/14/2000	9	0002-114	REG.
Singapore	BEENZ	BEENZ.COM IRELAND LTD.	T00/02089H	2/14/2000	T00/02089H	2/14/2000	35	0002-115	REG.
Singapore	BEENZ	BEENZ.COM IRELAND LTD.	T00/02090A	2/14/2000	T00/02090A	2/14/2000	36	0002-116	REG.
Singapore	BEENZ Logo Design	BEENZ.COM IRELAND LTD.	T00/02108H	2/14/2000	T00/02108H	2/14/2000	35	0002-123	REG.
Singapore	BEENZ Logo Design	BEENZ.COM IRELAND LTD.	T00/02109F	2/14/2000	T00/02109F	2/14/2000	36	0002-124	REG.
Singapore	The Web's Currency	BEENZ.COM IRELAND LTD.	T00/02092H	2/14/2000	T00/02092H	2/14/2000	9	0002-126	REG.
Singapore	THE WEB'S CURRENCY	BEENZ.COM IRELAND LTD.	T00/02093F	2/14/2000	T00/02093F	2/14/2000	35	0002-127	REG.
United Kingdom	CONSUMER LIFECYCLE MANAGEMENT	BEENZ.COM IRELAND LTD.	2234954	6/3/2000	2234954	6/3/2000	35, 36	0002-340	REG.
United States	BEENZ	BEENZ.COM USA INC.	75768019	8/4/1999	2459139	6/12/2001	9, 35, 36, 42	0002-002	REG.
Australia	B Logo Design	BEENZ.COM IRELAND LTD.	814386	11/18/1999			9, 35, 42	0002-09	PENDING
Australia	BEENZ Logo Design	BEENZ.COM INC.	814388	11/18/1999			9, 35, 42	0002-08	PENDING
Australia	ECURRENCY	BEENZ.COM IRELAND LTD.	825926	3/2/2000				0002-138	PENDING
Canada	B Logo Design	BEENZ.COM IRELAND LTD.	1060209	5/23/2000			9, 35, 36, 42	0002-332	PENDING
Canada	BEENZ	BEENZ.COM IRELAND LTD.	1060208	5/23/2000			9, 35, 36, 42	0002-330	PENDING
Canada	BEENZ Logo Design	BEENZ.COM IRELAND LTD.	1060216	5/23/2000			9, 35, 36, 42	0002-331	PENDING
Canada	ECURRENCY	BEENZ.COM IRELAND LTD.	1060215				9, 35, 36, 42	0002-334	PENDING
Canada	THE WEB'S CURRENCY	BEENZ.COM IRELAND LTD.	1060197	5/23/2000			9, 35, 36, 42	0002-333	PENDING
China	B Logo Design	BEENZ.COM IRELAND LTD.	Not available	3/7/2000			35	0002-099	PENDING
China	B Logo Design	BEENZ.COM IRELAND LTD.	Not available	3/7/2000			42	0002-101	PENDING
China	BEENZ	BEENZ.COM IRELAND LTD.	20000 26 336	2/24/2000			9	0002-094	PENDING
China	BEENZ	BEENZ.COM IRELAND LTD.	20000 58604	4/28/2000			38	0002-223	PENDING

Country	Trademark Name:	Owner:	App. No:	Filing Date:	Regis. No:	Reg. Date:	Classes:	Matter No.	Status
China	BEENZ	BEENZ.COM IRELAND LTD.	Not available	3/7/2000			35	0002-095	PENDING
China	BEENZ	BEENZ.COM IRELAND LTD.	Not available	3/7/2000			42	0002-097	PENDING
China	BEENZ Logo Design	BEENZ.COM IRELAND LTD.	20000 26355	2/25/2000			9	0002-0102	PENDING
China	BEENZ Logo Design	BEENZ.COM IRELAND LTD.	20000 58608	4/28/2000			38	0002-227	PENDING
China	BEENZ Logo Design	BEENZ.COM IRELAND LTD.	Not available	3/7/2000			35	0002-103	PENDING
China	BEENZ Logo Design	BEENZ.COM IRELAND LTD.		3/7/2000			42	0002-105	PENDING
China	RED BEANS IN CHINESE CHARACTERS	BEENZ.COM IRELAND LTD.	2000062779				36	0002-190	PENDING
China	RED BEANS IN CHINESE CHARACTERS	BEENZ.COM IRELAND LTD.	2000062778				35	0002-189	PENDING
European Community	Rewardz	BEENZ.COM IRELAND LTD.	1625540	4/25/2000			9, 35, 36, 38, 42	0002-221	PENDING
European Community	The Web's Currency	BEENZ.COM IRELAND LTD.	1126143	4/1/1999			35, 38, 42	0002-011	PENDING
Hong Kong	RED BEANS IN CHINESE CHARACTERS	BEENZ.COM IRELAND LTD.	7671	4/10/2000			35 (9, 36 ?)	0002-183	PENDING
Hong Kong	RED BEANS IN CHINESE CHARACTERS	BEENZ.COM IRELAND LTD.	7673	4/10/2000			42 (9, 36 ?)	0002-185	PENDING
Korea	B Logo Design	BEENZ.COM IRELAND LTD.	16896	6/13/2000			36	0002-163	PENDING
Korea	B Logo Design	BEENZ.COM IRELAND LTD.	16897	6/13/2000			42	0002-164	PENDING
Korea	B Logo Design	BEENZ.COM IRELAND LTD.	28107	6/13/2000			9	0002-161	PENDING
Korea	B Logo Design	BEENZ.COM IRELAND LTD.	16895	6/13/2000			35	0002-162	PENDING
Korea	BEENZ	BEENZ.COM IRELAND LTD.	28106	6/13/2000			9	0002-157	PENDING
Korea	BEENZ	BEENZ.COM IRELAND LTD.	16892	6/13/2000			35	0002-158	PENDING
Korea	BEENZ	BEENZ.COM IRELAND LTD.	16893	6/13/2000			36	0002-159	PENDING
Korea	BEENZ	BEENZ.COM IRELAND LTD.	16894	6/13/2000			42	0002-160	PENDING
Korea	BEENZ Logo Design	BEENZ.COM IRELAND LTD.	28108	6/13/2000			9	0002-173	PENDING
Korea	BEENZ Logo Design	BEENZ.COM IRELAND LTD.	16898	6/13/2000			35	0002-174	PENDING
Korea	BEENZ Logo Design	BEENZ.COM IRELAND LTD.	16899	6/13/2000			36	0002-175	PENDING
Korea	BEENZ Logo Design	BEENZ.COM IRELAND LTD.	16900	6/13/2000			42	0002-176	PENDING
Korea	ECURRENCY	BEENZ.COM IRELAND LTD.	16904	6/13/2000			35	0002-170	PENDING
Korea	ECURRENCY	BEENZ.COM IRELAND LTD.	16905	6/13/2000			36	0002-171	PENDING
Korea	ECURRENCY	BEENZ.COM IRELAND LTD.	16906	6/13/2000			42	0002-172	PENDING
Korea	The Web's Currency	BEENZ.COM IRELAND LTD.	16902	6/13/2000			36	0002-167	PENDING
Korea	The Web's Currency	BEENZ.COM IRELAND LTD.	16903	6/13/2000			42	0002-168	PENDING
Korea	The Web's Currency	BEENZ.COM IRELAND LTD.	16901	6/13/2000			35	0002-166	PENDING
United States	A NEW KIND OF MONEY	BEENZ.COM IRELAND LTD.	76166804	11/16/2000			35	0002-341	PENDING
United States	B Logo Design	BEENZ.COM USA INC.	75658941	3/12/1999			9, 35, 36, 42	0002-14	PENDING

Country	Trademark Name:	Owner:	App. No:	Filing Date:	Regis. No:	Reg. Date:	Classes:	Matter No.	Status
United States	BEENZ Logo Design	BEENZ.COM USA INC.	75658940	3/12/1999			9, 35, 36, 42	0000-13	PENDING
United States	BEENZ.COM	BEENZ.COM USA INC.	75768018	8/4/1999			9, 35, 36, 42	0002-01	PENDING
United States	ISHOP	BEENZ.COM USA INC.	75884129	12/29/1999			9,35,36,42	0000-24	PENDING
United States	REWARDZ	BEENZ.COM USA INC.	76033832	4/26/2000			9, 35, 36, 42	0002-222	PENDING
United States	THE WEBS CURRENCY	BEENZ.COM USA INC.	75687392	4/20/1999			9, 35, 42	0000-16	PENDING
Australia	THE WEB'S CURRENCY	BEENZ.COM INC.	814389	11/18/1999			42	0002-07	ABAN.
Chile	The Web's Currency		492096				42	0002-289	ABAN.
China	RED BEANS IN CHINESE CHARACTERS	BEENZ.COM IRELAND LTD.					9	0002-179	ABAN.
China	RED BEANS IN CHINESE CHARACTERS	BEENZ.COM IRELAND LTD.					38	0002-229	ABAN.
China	RED BEANS IN CHINESE CHARACTERS	BEENZ.COM IRELAND LTD.					42	0002-191	ABAN.
European Community	BEENZ.COM	BEENZ.COM IRELAND LTD.	1307354	9/13/1999			9, 35, 42	0002-03	ABAN.
European Community	ECURRENCY	BEENZ.COM IRELAND LTD.	1446475	12/30/1999			9, 35, 36, 38, 42	0002-010	ABAN.
European Community	ISHOP	BEENZ.COM IRELAND LTD.	1446350	12/30/1999			9, 35, 36, 42	0002-048	ABAN.
European Community	ISHOPPERS	BEENZ.COM IRELAND LTD.	1446467	12/30/1999			9, 35, 36, 42	0002-49	ABAN.
European Community	THE GLOBAL CURRENCY	BEENZ.COM IRELAND LTD.	1446509	12/30/1999			9, 35, 36, 42	0002-050	ABAN.
European Community	THE GLOBAL DIGITAL CURRENCY	BEENZ.COM IRELAND LTD.	1446533	12/30/1999			9, 35, 36, 42	0002-051	ABAN.
European Community	THE INTERNET'S CURRENCY		1446657	12/30/1999			9, 35, 36, 42	0002-054	ABAN.
European Community	THE UNIVERSAL CURRENCY		1446608	12/30/1999			9, 35, 36, 42	0002-052	ABAN.
European Community	THE UNIVERSAL DIGITAL CURRENCY	BEENZ.COM IRELAND LTD.	1446566	12/30/1999			9, 35, 36, 42	0002-053	ABAN.
European Community	THE WORLD'S CURRENCY	BEENZ.COM IRELAND LTD.	1446756	12/30/1999			9, 35, 36, 42	0002-055	ABAN.
European Community	THE WORLD'S DIGITAL CURRENCY	BEENZ.COM IRELAND LTD.	1446699	12/30/1999			9, 35, 36, 42	0002-056	ABAN.
Hong Kong	BEENZ.COM	BEENZ.COM IRELAND LTD.	223	1/6/2000			9	0002-061	ABAN.
Hong Kong	BEENZ.COM	BEENZ.COM IRELAND LTD.	224	1/6/2000			35	0002-062	ABAN.
Hong Kong	BEENZ.COM	BEENZ.COM IRELAND LTD.	225	1/6/2000			36	0002-063	ABAN.
Hong Kong	BEENZ.COM	BEENZ.COM IRELAND LTD.	226	1/6/2000			42	0002-064	ABAN.
Hong Kong	THE WEB'S CURRENCY	BEENZ.COM IRELAND LTD.	219	1/6/2000			9	0002-065	ABAN.
Hong Kong	THE WEB'S CURRENCY	BEENZ.COM IRELAND LTD.	220	1/6/2000			35	0002-068	ABAN.
Hong Kong	THE WEB'S CURRENCY	BEENZ.COM IRELAND LTD.	221	1/6/2000			36	0002-067	ABAN.
Hong Kong	THE WEB'S CURRENCY	BEENZ.COM IRELAND LTD.	222	1/6/2000			42	0002-068	ABAN.

**Schedule A
Trademark Registrations/Applications**

Pages 6-7 Redacted

Country	Trademark Name:	Owner:	App. No:	Filing Date:	Regis. No:	Reg. Date:	Classes:	Matter No.	Status
Taiwan	THE WEB'S CURRENCY IN CHINESE CHARACTERS	BEENZ.COM IRELAND LTD.	8919524				42	0002-197	ABAN.
Taiwan	THE WEB'S CURRENCY IN CHINESE CHARACTERS		8919522	4/11/2000				0002-150	ABAN.
Taiwan	The Web's Currency	BEENZ.COM IRELAND LTD.	89008192				9	0002-149	ABAN.
Taiwan	The Web's Currency	BEENZ.COM IRELAND LTD.	8908194				42	0002-152	ABAN.
Taiwan	THE WEB'S CURRENCY		8908195	2/17/2000				0002-152	ABAN.
United States	ECURRENCY	BEENZ.COM USA INC	75884135	12/29/1999			9, 35, 36, 42	0000-15	ABAN.
United States	ISHOPPERS	BEENZ.COM USA INC	75884172	12/29/1999			9, 35, 36, 42	0000-25	ABAN.
United States	THE GLOBAL CURRENCY	BEENZ.COM USA INC	75884173	12/29/1999			9, 35, 36, 42	0000-18	ABAN.
United States	THE GLOBAL DIGITAL CURRENCY	BEENZ.COM USA INC	75884131	12/29/1999			9, 35, 36, 42	0000-21	ABAN.
United States	THE INTERNET'S CURRENCY	BEENZ.COM USA INC	75884134	12/29/1999			9, 35, 36, 42	0000-17	ABAN.
United States	THE UNIVERSAL CURRENCY	BEENZ.COM USA INC	75884130	12/29/1999			9, 35, 36, 42	0000-20	ABAN.
United States	THE UNIVERSAL DIGITAL CURRENCY	BEENZ.COM USA INC	75884132	12/29/1999			9, 35, 36, 42	0000-23	ABAN.
United States	THE WORLD'S CURRENCY	BEENZ.COM USA INC	75884174	12/29/1999			9, 35, 36, 42	0000-19	ABAN.
United States	THE WORLD'S DIGITAL CURRENCY	BEENZ.COM USA INC	75884133	12/29/1999			9, 35, 36, 42	0000-22	ABAN.
Argentina	B Logo Design						9	0002-238	
Argentina	B Logo Design						35	0002-239	
Argentina	B Logo Design						36	0002-240	
Argentina	B Logo Design						42	0002-241	
Argentina	BEENZ						9	0002-230	
Argentina	BEENZ						35	0002-231	
Argentina	BEENZ						36	0002-232	
Argentina	BEENZ						42	0002-233	
Argentina	Beenz Logo Design						9	0002-234	
Argentina	Beenz Logo Design						35	0002-235	
Argentina	Beenz Logo Design						36	0002-236	
Argentina	Beenz Logo Design						42	0002-237	
Argentina	ECURRENCY						9	0002-242	
Argentina	ECURRENCY						35	0002-243	
Argentina	ECURRENCY						36	0002-244	
Argentina	ECURRENCY						42	0002-245	

Schedule A
Trademark Registrations/Applications

Pages 9-12 Redacted

Schedules B and C

Redacted