

04-02-2003

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To the Director of Patents and Trademarks: Please record the attached original documents or copy thereof

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FINANCE SECTION

1. Name of conveying party(ies): Engage, Inc. 3-31-03 Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes x No	2. Name and address of receiving party(ies) Name: <u>BEH Investments LLC</u> Street Address: 1652 48 th Street City: Brooklyn, NY 11204
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name Execution date of Assignment: February 20, 2003	

4. Application numbers or patent numbers:
 If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application Serial No: <u>09/258,779</u>	B. Patent No.(s) <u>6,415,322</u>
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Additional Numbers attached? Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed: Andrew L. Reibman, Esq. KENYON & KENYON One Broadway New York, NY 10004	6. Total number of applications and patents involved: 1 7. Total fee (37 C.F.R. 3.41) \$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>11-0600</u>
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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.

Andrew L. Reibman (Reg. No. 47,893) Name of Person Signing	 Signature	<u>March 19, 2003</u> Date
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Total Number of pages including cover sheet, attachments, and document: 4

OMB No. 0651-0011 (exp. 4/94)

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

Director of Patents and Trademarks
Box Assignments
Washington DC 20231

04/02/2003 GTOM11 00000004 110600 09258779
01 FR:8021 40.00 CH

EXHIBIT B**ASSIGNMENT OF PATENT RIGHTS**

Whereas, Engage, Inc., a Delaware corporation, with an office at 100 Brickstone Square, Andover, MA 01810, ("SELLER") is the assignee of the Letters Patent and patent applications listed below ("the PATENTS"):

Application No.	Patent No.	Title	Filing Date
08/787,979	6,285,987	Internet Advertising System	1/22/97
09/927,981	ABANDONED	Internet Advertising System	8/10/01
09/216,206		Optimized Internet Advertising Using History to Select Sites	12/18/98
09/372,416		Easily Modifiable Macro Tag for Internet Advertising	8/11/99
60/076,179	Expired	System and Method for Building User Profiles	2/27/98
60/076,404	Expired	System and Method for Building User Profiles	2/27/98
09/258,779	6,415,322	Dual/Blind Identification	2/26/99
10/151,794		Dual/Blind Identification	5/21/02
09/258,233		System and Method for Building User Profiles	2/26/99
09/494,412	ABANDONED	System and Method for Inferring Demographic Profiles	1/31/00

Whereas, BEH Investments LLC, a Delaware Limited Liability Corporation, having an office at 1652 48th Street, Brooklyn, NY 11204 ("PURCHASER"), is desirous of acquiring the right, title and interest in, to the PATENTS and the inventions disclosed therein.

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, SELLER hereby sells, assigns, and transfers to PURCHASER, and its successors and assigns, its entire right, title, and interest in and to any and all inventions that are disclosed in the PATENTS and in and to all divisional, continuing, substitute, renewal, reissue, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents that have been or shall be issued in the United States and all foreign countries on said inventions; and in and to all rights of priority resulting from the filing of said PATENTS.

And, SELLER hereby agrees that PURCHASER, and its successors and assigns, may apply for and receive a patent or patents for said inventions in its own name; and that, when requested, without charge to, but at the expense of, PURCHASER, its successors and assigns, to

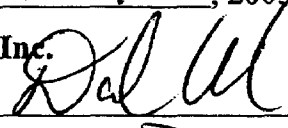
carry out in good faith the intent and purpose of this ASSIGNMENT OF PATENT RIGHTS, the SELLER will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions; execute all rightful oaths, declarations, assignments, powers of attorney, and other papers; communicate to PURCHASER, and its successors and assigns, all facts known to the undersigned relating to said inventions and the history thereof; and generally assist PURCHASER, its successors, assigns, or representatives in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions, and all applications for patents and all patents on said inventions, in PURCHASER, and its successors and assigns.

And, SELLER, hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Patents of the United States on said inventions to PURCHASER as assignee of its entire interest.

In Witness Whereof, the parties, by their duly authorized representatives, have executed this ASSIGNMENT OF PATENT RIGHTS.

DATE: February 20, 2003

By: Engage, Inc.

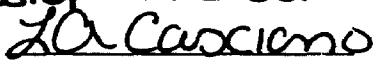
Signature: 

Printed/Typed Name: Daniel Carroll

Title: General Counsel

ACKNOWLEDGED BEFORE:

Name: Lesley-Ann Casciano

Signature: 

Title: Director, Human Resources

DATE: _____, 2003

By: BEH Investments LLC

Signature: _____

Printed/Typed Name:

Title:

ACKNOWLEDGED BEFORE:

Name:

Signature: _____

Title:

carry out in good faith the intent and purpose of this ASSIGNMENT OF PATENT RIGHTS, the SELLER will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions; execute all rightful oaths, declarations, assignments, powers of attorney, and other papers; communicate to PURCHASER, and its successors and assigns, all facts known to the undersigned relating to said inventions and the history thereof; and generally assist PURCHASER, its successors, assigns, or representatives in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions, and all applications for patents and all patents on said inventions, in PURCHASER, and its successors and assigns.

And, SELLER, hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Patents of the United States on said inventions to PURCHASER as assignee of its entire interest.

In Witness Whereof, the parties, by their duly authorized representatives, have executed this ASSIGNMENT OF PATENT RIGHTS.

DATE: _____, 2003

By: Engage, Inc.

Signature: _____

Printed/Typed Name:

Title:

ACKNOWLEDGED BEFORE:

Name:

Signature: _____

Title:

DATE: February 20, 2003

By: BEH Investments LLC

Signature: Benzion Wachsman

Printed/Typed Name: Benzion A. Wachsman

Title: Manager

ACKNOWLEDGED BEFORE:

Name: Yitty Elchenstein

Signature: yitty elchenstein

Title: