

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Catalina Marketing International, Inc.	04/05/1999
RECEIVING PARTY DATA	
Name:	SuperMarkets Online, Inc.
Street Address:	500 West Putnam Avenue
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6298330
Application Number:	09893775
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	CATA0004
NAME OF SUBMITTER:	Bruce T. Margulies

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Total Attachments: 4
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PATENT

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PATENT ASSIGNMENT

WHEREAS, Catalina Marketing International, Inc. of 11300 9th Street North, St. Petersburg, FL 33716, a corporation organized and existing under the laws of the State of Delaware ("ASSIGNOR") is the exclusive owner, by assignment, of

- (1) provisional patent application serial number 60/009,244;
- (2) provisional patent application serial number 60/114,462; AND
- (3) patent application serial number 08/622,685
- (4) patent application serial number 08/905,501;
- (5) patent application serial number 08/873,974;
- (6) patent application serial number 09/226,174; AND

Patent Cooperation Treaty

- (7) patent application serial number PCT/US96/20497;
- (8) patent application serial number PCT/US99/03272;

for letters patent of the United States of America; AND

WHEREAS, SuperMarkets Online, Inc. of 500 West Putnam Avenue, Greenwich, Connecticut 06830, a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to said applications, any patents issuing therefrom, and the inventions described therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR by these presents does sell, assign, and transfer unto ASSIGNEE the entire right, title and interest, in the United States, in and to the aforesaid application for Letters Patent and the inventions described therein and in and to any and all Letters Patent that may be granted therefor and in and to any and all divisions, continuations, substitutions, reexaminations, reissues and renewals thereof that are or may be secured under the laws of the United States now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR if this Assignment had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

ASSIGNOR hereby authorizes and requests the Patent Office in the United States and its territorial possessions to issue any and all of said Letters Patent, when granted, to ASSIGNEE as the assignee of the entire right, title and interest in and to the same, for the sole use and behoof of ASSIGNEE, its successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this Assignment and sale not been made.

ASSIGNOR shall provide to ASSIGNEE, its successors, assigns or other legal representatives, cooperation and assistance at ASSIGNEE's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation) as may be reasonably required: (i) in the preparation and prosecution of any application; (ii) in the prosecution of any application or in any infringement or other proceedings that may arise in connection with any of the applications or Letters Patent, including, but not limited to testifying as to any facts that relate to the applications assigned herein and this Assignment; (iii) in obtaining any additional protection for the inventions that ASSIGNEE may deem appropriate that may be secured under the laws now or hereafter in effect; and (iv) in the implementation or perfection of this Assignment.

ASSIGNOR represents and warrants to ASSIGNEE that: (i) actions taken by ASSIGNOR with respect to the filing and prosecution of applications for Letters Patent within the United States, and applications for and maintenance of registrations within the United States with respect to the Letters Patent, have been taken without gross negligence, bad faith or willful misconduct by ASSIGNOR, (ii) there are no liens or other encumbrances or security interests outstanding against these applications for Letters Patent, (iii) the applications are being diligently prosecuted, and (iv) none of the applications have become abandoned.

This Assignment is deemed to be executed and delivered within the State of New York, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of New York without regard to its internal conflicts of law principles.

IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE have caused these presents to be signed by their duly authorized officers.

Date: April 5, 1999

Catalina Marketing International, Inc.

By: [Signature]
Name: David Diamond
Title: VP

STATE OF NY)
)ss:
COUNTY OF NYC)

On 4/5/99 before me, Mauricio Mena, a Notary Public in and for said State, personally appeared David Diamond, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, 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 OF NOTARY PUBLIC

MAURICIO MENA
NOTARY PUBLIC, State of New York
No. 01ME6004609
Qualified in New York County
Commission Expires March 23, 2000

