

09-11-2000

MRD 7/24/00



TRADEMARKS ONLY

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To the Honorable Comm.

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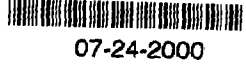
and Trademarks:

Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest
Consolidated Property Holdings, Inc.

2. Name and Address of Party(ies) receiving an interest:

Principal Address: Retail Convergence, Inc.
Street Address: 40 Broad Street
City: Boston
State/Zip: MA 02109



07-24-2000

U.S. Patent & TMO/TM Mail Rpt. Dt. #31

Entity:

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State Nevada
- Other _____

Entity:

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

Additional name(s) of conveying party(ies) attached:

yes no

Citizenship _____

3. Description of the interest conveyed:

- Assignment Change of Name
- Security Agreement Merger
- Other Purchase Agreement

Date of execution of attached document July 12, 2000

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

yes no

(The attached document must not be an assignment)
Additional name(s) and addresses attached:

yes no

4. Application number(s) or registration number(s) Additional sheet attached? yes no

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,615,232

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

Name: Gailyc C. Sonia
Address: Hutchins, Wheeler & Dittmar
101 Federal Street
City: Boston
State/Zip: MA 02110

6. Number of applications and registrations involved: 1

7. The \$40.00 filing fee is enclosed.

8. Please charge the \$ _____ filing fee to Deposit Account No. _____ (duplicate copy of this page attached)

9. Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. 50-1137

DO NOT USE THIS SPACE

10. 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.

Name of Person Signing: Gailyc C. Sonia

Signature:

Date: 7/21/00

Total number of pages comprising coversheet: 1

rev. 10/1993

09/11/2000 NTHA11 00000054 1615232

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TRADEMARK PURCHASE AGREEMENT

THIS AGREEMENT, made and effective as of this 12th day of ~~June~~^{July} 2000, by and between Consolidated Property Holdings, Inc., a corporation of the State of Nevada, having a principal place of business at 2835 S. Jones Boulevard, Suite 8, Las Vegas, NV 89146 ("Seller"), and Retail Convergence, Inc., a corporation of the State of Delaware, having a principal place of business at 40 Broad Street, Boston, MA ("Buyer").

WHEREAS, Seller has adopted, owns and is using the trademark SMART BARGAINS FOR SMART SHOPPERS ("the Mark") in connection with retail discount department store services and is the owner of United States Trademark Registration No. 1,615,232 for the Mark, a copy of which is attached hereto (the "Registration");

WHEREAS, Seller owns three (3) state trademark registrations (hereinafter the "State Registrations") for the Mark in connection with retail discount department store services, on the register of Alabama, Registration Number 104579, registered on May 29, 1990; on the register of Arizona, Registration No. 27475, registered on June 12, 1989; and on the register of Georgia, Registration Number S9331, registered July 13, 1989;

WHEREAS, Buyer wishes to acquire Seller's rights to the Mark, the Registration, and the State Registrations and the goodwill of Seller's business symbolized thereby and associated therewith; and

WHEREAS, Seller is willing to assign to Buyer its rights in and to the Mark, the Registration, and the State Registrations, along with the goodwill of Seller's business symbolized thereby and associated therewith on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the parties agree as follows:

1. Payment. Within five (5) business days of the delivery of a copy of this Agreement executed by Seller, Buyer shall deliver to the Seller the sum of Fifty Thousand U.S. Dollars (US\$50,000) in full payment and consideration for the assignment of Buyer's entire right, title, and interest in and to the Mark, the Registration, the State Registrations, and the goodwill of the business symbolized by the Mark, the Registration, and the State Registrations and Seller's other undertakings as herein provided.

2. Trademark Assignment. Within five (5) business days of Seller's receipt of the payment specified in Section 1 above, Seller shall deliver to Buyer the executed Trademark Assignment attached hereto, assigning to Buyer Seller's entire right, title, and interest in and to the Mark, the Registration, the State Registrations, and the goodwill of the business symbolized by the Mark, the Registration, and the State Registrations.

3. Records. Seller shall instruct its counsel responsible for prosecuting and or maintaining the Registration and the State Registrations to deliver within five (5) business days of Seller's receipt of the payment specified in Section 1 above all files and documents in its counsel's custody or control relating to the Registration and the State Registrations.



4. Warranties. Seller hereby represents and warrants that as of the date of this Agreement:

a. Seller is the owner of the Mark, the Registration, and the State Registrations as applied to the services listed in the Registration, free and clear as of the date of this Agreement of all liens and encumbrances, and has the right to enter into this Agreement and the attached Trademark Assignment; and

b. Seller has not abandoned use of the Mark.

c. Seller has no right, title or interest in or to any other trademark, service mark, name, or similar intellectual property right which is the same or confusingly similar to the Mark.

5. No Further Use. Except with the prior written authorization of Buyer, Seller shall not adopt or use any trademark, service mark, name, or similar intellectual property right which is the same or confusingly similar to the Mark. Additionally, Seller will cease all use of the Mark within six (6) months after the Closing, including without limitation all use on the Internet. Notwithstanding the foregoing, if within six (6) months of the date of this Agreement Seller inadvertently (not willfully, knowingly recklessly or grossly negligently) uses the Mark, such uses on up to three (3) separate occurrences shall not be considered a breach of this Agreement.

6. Governing Law. This Agreement represents the entire agreement of the parties, shall be governed by the laws of the State of Nevada, and shall be binding upon the parties, their successors, and assigns.

7. Confidentiality. Buyer and Seller agree to keep confidential the terms of this Agreement unless required to divulge those terms by a court of competent jurisdiction or other legal requirement. Buyer and Seller shall give prompt notice upon the institution of any legal proceeding to obtain the terms or a copy of this Agreement. This requirement shall not prevent disclosure that Buyer acquired the Mark, the Registration, and the State Registrations.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate counterparts, by their duly authorized representatives on the date(s) set forth below.

RETAIL CONVERGENCE, INC.

By: [Signature]
Name: John Arkeney
Title: President
Date: 7/12/00

CONSOLIDATED PROPERTY HOLDINGS, INC.

By: [Signature]
Name: CHRISTOPHER W. HANBIELE #
Title: Vice President
Date: 7-13-00

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