

AGREEMENT

This Agreement ("*Agreement*") is entered into by and between Jones Day, a general partnership, located at 901 Lakeside Avenue, Cleveland, Ohio 44114 and its respective partners ("*Jones Day*"), and BlockShopper LLC, a Delaware limited liability company located and doing business at 2000 North Racine Avenue, Chicago, Illinois 60014, and its respective members, officers, and directors ("*BlockShopper*"), Brian Timpone, an individual ("*Timpone*") and Edward Weinhaus, an individual ("*Weinhaus*") and is effective as of this ~~20th~~ day of January, 2009.

Recitals

This Agreement is made with reference to the following:

WHEREAS, Jones Day filed a lawsuit against BlockShopper in the United States District Court for the Northern District of Illinois, Case No. 1:08CV04572 ("*the Litigation*") for service mark infringement, service mark dilution, false designation of origin and deceptive trade practices; and

WHEREAS, BlockShopper denied the allegations of the Litigation and denies that it and/or the Web Site has infringed or diluted Jones Day's service marks in any manner or has resulted in false designation of origin or deceptive trade practices in any manner in relation to Jones Day's service marks;

WHEREAS, the parties desire to resolve and settle in full all disputes between them without further litigation and without any party admitting fault or liability.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated and made a part of this Agreement, and in further consideration of the promises set forth below, the parties hereby agree as follows:

1. Use of Links to the Jones Day website

To the extent BlockShopper publishes any links on the Web Site to any internet website owned or operated by Jones Day, it will not use, publish or otherwise cause to appear any Embedded Links. For purposes of this Section, Embedded Links are defined as hyperlinks that are placed on a word or name, rather than explicitly by a URL address, such as www.jonesday.com. BlockShopper is permitted, however, to use Deep Links to any website owned or operated by Jones Day. For purposes of this Section, Deep Links shall mean internet hyperlinks which directly access a specific page beyond the home page of the Jones Day web site, and not to the home page of any web site operated by Jones Day. The parties agree that the following two ways are permitted ways in which to provide a link to the Jones Day website: (a) by supplying information which states that the individual referenced on the Web Site is employed by Jones Day and more information about that person can be obtained at www.jonesday.com with the appropriate internal reference at the end of the internet address (i.e. www.jonesday.com/johndoe); or (b) by stating that the subject of the material is employed by

Jones Day with a corresponding link to the internal page on the Jones Day web site with the following "more information about ___ can be obtained on the Jones Day web site at www.jonesday.com/ ___" with the appropriate information about the internal web site reference. In either permitted way, clicking on the link will take the user directly to the individual lawyer's biographical page on the Jones Day web site. BlockShopper agrees that it will not use any photographs appearing on the Jones Day website without the prior written consent of Jones Day.

2. Dismissal

Upon execution of the Agreement by BlockShopper, Timpone and Weinhaus, Jones Day will file a stipulation dismissing the Litigation with prejudice.

3. Release

Jones Day hereby releases and forever discharges Timpone, Weinhaus, and BlockShopper and BlockShopper's respective members, directors, officers, employees, agents and attorneys, from any and all actions, causes of action, suits, claims, demands, losses or damages of whatever kind from the beginning of time to the date the Agreement is executed. Without limiting the generality of the foregoing, the release shall include any and all claims which were or could have been asserted in the Litigation.

BlockShopper, Timpone and Weinhaus hereby release and forever discharge Jones Day and its respective partners, officers, employees, agents and attorneys, from any and all actions, causes of action, suits, claims, demands, losses or damages of whatever kind from the beginning of time to the date the Agreement is executed. Without limiting the generality of the foregoing, the release shall include any and all claims which were or could have been asserted in the Litigation

4. Assignment

This Agreement is personal to BlockShopper and Jones Day, and thus the rights and obligations contained herein shall not be assigned, by operation of law or otherwise, by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

5. Binding Effect

This Agreement shall be binding upon and inure to the benefit of Jones Day and BlockShopper, and their permitted successors, assigns, executors, administrators, affiliates, parents, subsidiary corporations, divisions, partnerships, trusts, directors, officers, partners, joint venturers, employees, shareholders, trustees, or any of them and each of them.

6. Relationship

Nothing in this Agreement shall be construed to put the parties in the relationship of joint venturers, principal and agent, representative and affiliate or employer and employee and neither shall have the right to act on behalf of or bind the other.

7. No Waiver

All rights not expressly granted herein are reserved by the parties. No waiver of any term, covenant or condition contained in this Agreement, or any failure to exercise any right hereunder, shall constitute a further waiver of the same.

8. Severability

If any portion of this Agreement shall be held to be unenforceable, such portion shall be deemed canceled, but such cancellation shall not affect the enforceability of any of the other terms, conditions or provisions of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire agreement among BlockShopper, Timpone, Weinhaus and Jones Day with respect to the Litigation. No representation, warranty or promise pertaining to this Agreement has been made or shall be binding except as expressly stated in writing. This Agreement may be modified only in writing, signed by the party to be charged

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BLOCKSHOPPER LLC

JONES DAY

By:

By: Hugh R. Whiting, Esq



Managing Partner, BlockShopper LLC

Jones Day Administrative Partner

EDWARD WEINHAUS

BRIAN TIMPONE

By: _____

By: _____

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All rights not expressly granted herein are reserved by the parties. No waiver of any term, covenant or condition contained in this Agreement, or any failure to exercise any right hereunder, shall constitute a further waiver of the same.

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JONES DAY

By:

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Managing Partner, BlockShopper LLC

Jones Day Administrative Partner

EDWARD WEINHAUS

BRIAN TIMPONE

By:

By:

