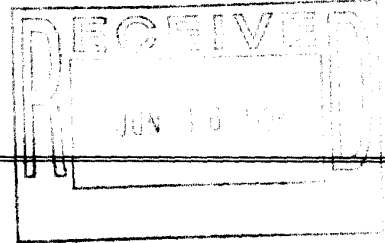


MEM 60-16-98

06-26-1998



100747247



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

1. Name of conveying party(ies):

Michigan National Corporation

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

Magic Line, Inc.  
15010 Commerce Dr. S., Suite 509  
Dearborn, MI 48120-1269

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

Yes  No

Additional name(s) & address(es) attached?

Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other:

Execution Date: April 10, 1995

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

If document is being filed with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Registration No.(s)

1,286,388 filed 07/17/84

Additional numbers attached?  Yes  No

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

John W. Rees, Esq.  
Dykema Gossett PLLC  
1577 N. Woodward Ave., Suite 300  
Bloomfield Hills, MI 48304-2820

6. Total number of applications and registrations involved: one (1)

7. Total Fee (37 CFR 3.41).....\$ 40.00

Enclosed  
 Authorized to be charged to deposit account

06/25/1998 JSHABAZZ 00000095 042223 1286388

01 FC:481 40.00 CH

8. Deposit Account Number: 04-2223

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.

John W. Rees  
Name

Signature

June 12, 1998  
Date

Total number of pages including cover sheet 3

(Atty Docket No. 63,648-047)

BH13074.1  
ID:JWR

TRADEMARK  
REEL: 1745 FRAME: 0262

## TRADEMARK ASSIGNMENT

This Trademark Assignment made as of April 10, 1995 by and between MICHIGAN NATIONAL CORPORATION, a Michigan corporation having its principal place of business at 27777 Inkster Road, Farmington Hills, Michigan 48334 as the assignor ("ASSIGNOR") and MAGIC LINE, INC., a Delaware corporation having its principal place of business at 5111 Auto Club Drive, Suite 110, Dearborn, Michigan 48126-2684 as the assignee ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the following trademark (the "Mark") which is currently registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Filing</u>
National Money®	1,286,388	July 17, 1984

WHEREAS, ASSIGNOR and ASSIGNEE entered into a Purchase Agreement for ATM Network Operations and Related Assets dated as of March 31, 1995 (the "Purchase Agreement") whereby ASSIGNEE has agreed to purchase ASSIGNOR'S National Money Network and ASSIGNOR has agreed in connection with such purchase to transfer the Mark to ASSIGNEE.

NOW, THEREFORE, in consideration of the covenants contained in the Purchase Agreement as well as the covenants contained in this Assignment, ASSIGNOR hereby assigns and transfers to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Mark and the goodwill associated therewith. ASSIGNOR represents and warrants to ASSIGNEE that ASSIGNOR is the sole owner of the Mark and has made no agreement with respect to the Mark that is inconsistent with the terms of this Assignment. Except for the foregoing warranty of title, ASSIGNOR makes no other warranty, express or implied, with respect to the Mark and ASSIGNEE acknowledges and agrees that it accepts this assignment and transfer of the Mark "as is."

ASSIGNEE agrees to indemnify and hold ASSIGNOR harmless with respect to any and all costs, (including court costs and attorneys fees), claims, liabilities, lawsuits, and administrative proceedings of whatsoever kind or nature which ASSIGNOR may suffer or incur and which arise out of or result from ASSIGNEE'S use of the Mark subsequent to the date of this Assignment. Consequently, ASSIGNOR agrees to indemnify and hold ASSIGNEE harmless with respect to any and all costs, (including court costs and attorneys fees), claims, liabilities, lawsuits, and administrative proceedings of whatsoever kind or nature which ASSIGNEE may suffer or incur and which arise out of or result from ASSIGNOR'S use of the Mark prior to the date of this Assignment.

The parties agrees to execute such other or further documents and to take such other or further actions as shall be reasonably necessary to effectuate or accomplish the purpose of this Assignment.

ASSIGNOR AND ASSIGNEE have caused this Trademark Assignment to be executed by their respective duly authorized representatives to be effective as of the date first above written.

**"ASSIGNOR"**

**MICHIGAN NATIONAL CORPORATION**

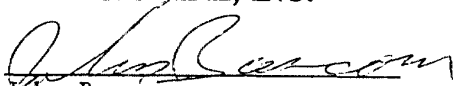
By:   
Douglas E. Ebert

Its: President and Chief Operating Officer

G:\SSDATA\SISSONT\OTH\21594.1

**"ASSIGNEE"**

**MAGIC LINE, INC.**

By:   
John Bascom

Its: President and Chief Executive Officer