

MRD 7-2-98

U.S. Patent & TMO/c/TM Mail Receipt Dt. #10  
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1. **Name of conveying party:** Software Agents, Inc., a Delaware corporation

2. **Name and address of receiving party:**

Net.B@nk, Inc., a Georgia corporation  
950 North Point Parkway  
Suite 350  
Alpharetta, Georgia 30005

3. **Nature of conveyance and execution date:** Trademark Assignment dated as of and executed on April 9, 1998.

4. **Trademark Registration Number:**

One (1) Trademark Registration: Registration Number 1,913,750

5. **Mail correspondence concerning document to:**

Linda C. Odom, Esq.  
Powell, Goldstein, Frazer & Murphy LLP  
191 Peachtree Street  
Atlanta, GA 30303

6. **Total number of applications/registrations involved:** One (1)

7. **Total fee (37 CFR 3.41), enclosed:** \$40.00.      8. **Deposit account number:** N/A

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.

*Linda C. Odom*  
\_\_\_\_\_  
Linda C. Odom

*July 2, 1998*  
\_\_\_\_\_  
Date

Total Number of Pages for This Cover Sheet: One (1)

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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") is executed and delivered as of the 9 day of April, 1998 (the "Assignment Date"), by Software Agents, Inc., a Delaware corporation having its principal place of business at 7701 Barnum Road, Bethesda, Maryland, ("Software Agents"), to Net.B@nk, Inc., a Georgia corporation having its principal place of business at 950 North Point Parkway, Suite 350, Alpharetta, Georgia 30005 ("Net.B@nk").

WHEREAS, Software Agents wishes to transfer and assign all of its right, title and interest in and to the "NETBANK" service mark and name to Net.B@nk, along with all goodwill pertaining thereto, and the parties wish to evidence this absolute transfer of rights by this instrument of assignment;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Software Agents hereby irrevocably sells, assigns and transfers to Net.B@nk, and Net.B@nk hereby accepts, Software Agents' full and entire worldwide right, title and interest in and to:

(i) the NETBANK trade name, trademark and service mark, together with all the goodwill appurtenant thereto, and together with the associated U.S. Trademark Registration No. 1,913,750 (and any other trademark registrations and trademark applications Software Agents has filed for NETBANK in the United States and in any foreign countries), along with any priorities, rights or registrations resulting therefrom (collectively, the "Mark"); and

(ii) any and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Mark and to which Software Agents is or would have been entitled had the Assignment not been made.

The Mark is to be held and enjoyed by Net.B@nk for the exclusive use and benefit of Net.B@nk and Net.B@nk's representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by Software Agents had this Assignment not been made.

IN WITNESS WHEREOF, Software Agents has caused this Assignment to be executed, sealed and delivered, and Net.B@nk has accepted the assignment of the Mark, as of the Assignment Date.

Software Agents, Inc.

[Signature] [Seal]

Sworn to and subscribed before me this 9 day of April, 1998.

[Signature]  
Notary Public

My Commission Expires: **LORI B. KUEHL**  
Notary Public State of Maryland  
My Commission Expires Sept. 1, 2001

Exact Date of Execution  
By Notary Public:  
[Signature]  
[AFFIX NOTARIAL SEAL]