

08-17-1998

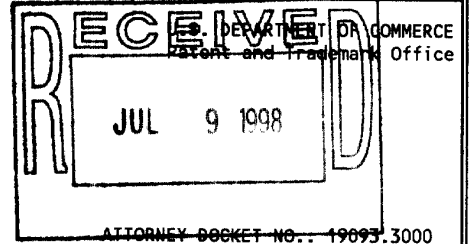
RECORD 3rd of 3

FORM PTO-1594
1-31-92



100801046

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof.

MRD 7-9-98

1. Name of conveying party(ies):

CHECKFREE SERVICES CORPORATION

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

Additional names of conveying party(ies) attached?

YES NO

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

Name: CHECKFREE CORPORATION

Internal Address:

Street Address: 8275 North High Street

City: Columbus

State: Ohio

Zip: 43225

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

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

YES NO

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

YES NO

07/17/1998 BNGUYEN 00000094 1898663

01 FC:481
02 FC:482

40.00 OP
25.00 OP

3. Nature of conveyance:

<input type="checkbox"/> Assignment	<input checked="" type="checkbox"/> Merger	<input type="checkbox"/> Other
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	

Execution Date: February 19, 1998

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

A. Trademark Application No.:

B. Trademark Registration Nos.: 1,898,663 and 1,433,668

Additional numbers attached? YES NO

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

Sumner C. Rosenberg
NEEDLE & ROSENBERG, P.C.
Suite 1200, The Candler Building
127 Peachtree Street, N.E.
Atlanta, Georgia 30303-1811
(404) 688-0770

6. Total number of applications and registrations involved:

two

7. Total fee (37 CFR 3.41):

\$65.00

Enclosed

Authorized to be charged to Deposit Account.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 14-0629.

8. Deposit account number: 14-0629

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(Attach duplicate copy of this form if paying by deposit account)

9. 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.

Sumner C. Rosenberg

Date

Total Number of Pages Including Cover Sheet, Attachments, and Document: **5**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to:

Box ASSIGNMENT
Assistant Commissioner for Patents
Washington, D.C. 20231,

on this 7th day of July, 1998.

Robert Davidson

7-7-98

Robert Davidson

Date

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Merger Agreement") is dated as of February 19, 1998 by and between Checkfree Services Corporation, a Delaware corporation ("Services"), and CheckFree Corporation, a Delaware corporation ("CheckFree").

RECITALS

A. Services and CheckFree are both wholly owned subsidiaries of CheckFree Holdings Corporation, a Delaware corporation ("Holdings") and as the sole shareholder of Services and CheckFree, Holdings has determined that it is in the best interest of both corporations to enter into this Merger Agreement.

B. The respective Boards of Directors of Services and CheckFree have determined that it is advisable and in the best interests of each of such corporations that Services merge with and into CheckFree upon the terms and subject to the conditions herein provided.

C. The Board of Directors of Services has, by resolution duly adopted and approved this Merger Agreement and directed that it be executed by the undersigned officer.

D. The Board of Directors of CheckFree has, by resolution duly adopted and approved this Merger Agreement and directed that it be executed by the undersigned officer.

AGREEMENT

In consideration of the mutual agreements herein contained, the parties agree that Services shall be merged with and into CheckFree and that the terms and conditions of the merger, the mode of carrying the merger into effect, the manner of converting the shares of Services and certain other provisions relating thereto shall be as hereinafter set forth.

Section 1. Surviving Corporation. Subject to the terms and provisions of this Agreement, and in accordance with the Delaware General Corporation Law ("DGCL"), at the Effective Time (as defined in Section 7 hereof) Services shall be merged with and into CheckFree (the "Merger"). CheckFree shall be the surviving corporation (hereinafter sometimes called the "Surviving Corporation") of the Merger and shall continue its corporate existence under the laws of the State of Delaware. At the Effective Time, the separate corporate existence of Services shall cease.

Section 2. Effect of the Merger. At the Effective Time, the Merger shall have the effects provided for herein and in §251 of the DGCL.

Section 3. Certificate of Incorporation. As of the Effective Time, the Certificate of Incorporation of CheckFree, as in effect immediately prior to the Effective Time, shall continue to be the Certificate of Incorporation of the Surviving Corporation until thereafter duly altered, amended, or repealed in accordance with the provisions thereof and applicable law.

Section 4. Regulations. As of the Effective Time, the Bylaws of CheckFree, as in effect immediately prior to the Effective Time, shall continue to be the Bylaws of the Surviving Corporation until thereafter duly altered, amended, or repealed in accordance with the provisions thereof, the Certificate of Incorporation of the Surviving Corporation, and applicable law.

Section 5. Directors of the Surviving Corporation. At the Effective Time, each person who is a director of CheckFree immediately prior to the Effective Time shall become a director of the Surviving Corporation and each such person shall serve as a director of the Surviving Corporation for the balance of the term for which such person was elected a director of CheckFree and until his successor is duly elected and qualified in the manner provided in the Bylaws or the Certificate of Incorporation of the Surviving Corporation or as otherwise provided by law or until his earlier death, resignation, or removal in the manner provided in the Bylaws or the Certificate of Incorporation of the Surviving Corporation or as otherwise provided by law.

Section 6. Officers of the Surviving Corporation. At the Effective Time, each person who is an officer of CheckFree immediately prior to the Effective Time shall become an officer of the Surviving Corporation with each such person to hold the same office in the Surviving Corporation, in accordance with the Bylaws thereof, as he held in CheckFree immediately prior to the Effective Time.

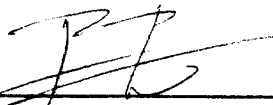
Section 7. Effective Time. The Merger shall become effective, in accordance with the applicable provisions of §251 of the DGCL on February 19, 1998. The date when the Merger shall become effective is herein referred to as the "Effective Time."

Section 8. Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Services acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purpose of this Merger Agreement, Services and its proper officers and directors shall be deemed to have granted hereby to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and the possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Merger Agreement; and the proper officers and directors of the Surviving Corporation are hereby fully authorized in the name of Services or otherwise to take any and all such action.

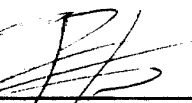
Section 9. Conversion of Shares. At the Effective Time, each share of common stock of Services, issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled, retired, and shall cease to exist, and no common stock of CheckFree will be issued in respect thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CheckFree Services Corporation
a Delaware corporation

By: 
Peter J. Kight,
President

CheckFree Corporation
a Delaware corporation

By: 
Peter J. Kight
President and Chief Executive Officer

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