

01-28-1999



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1-20-99

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

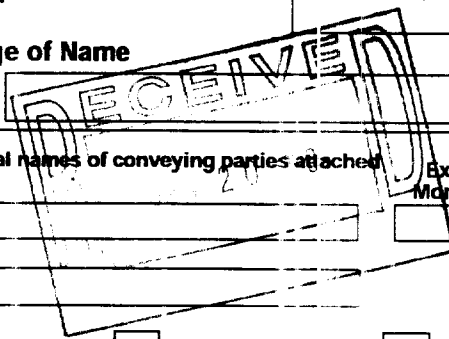
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other



Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
1-4-99

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

01/27/1999 SBURMS 00000120 1860515

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK
REEL: 1845 FRAME: 0087

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1860515"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1842492"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Gerald M. Finkel

1/11/99

Name of Person Signing

Signature

Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT made this 4th day of January, 1999, by and between AFFINITY TECHNOLOGY GROUP, INC., a Delaware corporation (the "Assignor"), and ELECTRUM CORPORATION, a South Carolina corporation (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and Assignee have entered into a certain Asset Purchase Agreement as of December 15, 1998, (the "Purchase Agreement") pursuant to which Assignee is to acquire all intellectual property assets and associated goodwill of Assignor as described in the Purchase Agreement;

WHEREAS, the Assignor is the owner of trademark and service mark registrations and applications which are listed on Schedule A attached hereto, which forms a part hereof (the "Assigned Marks");

WHEREAS, the Assignor is the owner of trade names, copyrights, trade secrets, general intangibles, associated goodwill and other proprietary information, processes, and formulae used in its business and otherwise necessary for the ownership and use of the Assigned Marks which specifically consist of Service Marks for **E Card** and **E Check** (the "Assigned Marks" or the "Intellectual Property Assets");

NOW, THEREFORE, for and in consideration of the total sum of U.S. Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assignment of Trademarks.** Pursuant to an Asset Purchase Agreement executed by the parties on December 15, 1998, the Assignor has previously granted, assigned, transferred and set over to the Assignee all right, title and interest whatsoever throughout the world in and to the Assigned Marks, to the full extent of the scope of use therein described, together with the goodwill and all business connected with the use of and symbolized by the Assigned Marks and the right to sue for all past, present and future infringements of the Assigned Marks, in perpetuity (or for the longest period of time otherwise permitted by law).

2. **Technical Documentation.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all technical and descriptive materials relating to the Assigned Marks.

3. **Other Contracts.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all passive contracts, agreements, licenses, commitments, arrangements and permissions with respect to the Assigned Marks.

4. **Authorizations.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all governmental approvals, authorizations, certifications, consents, variances, permissions, licenses and permits to or from, or filings, notices or recordings to or with, states and other jurisdictions outside of the United States, as well as U.S. federal, state and local governmental authorities with respect to the Assigned Marks, but subject to the procurement and execution of deeds and other instruments of conveyance, transfer or assignment required by federal copyright, patent or trademark laws or the laws of the U.S. states and non-U.S. jurisdictions in which the Intellectual Property Assets are located.

5. **Claims.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever. all claims Assignor may have against any person relating to or arising from the Assigned Marks, including rights to recoveries and choses in action. contract and other rights to sue for infringement-upon the Intellectual Property Assets and to enforce all other rights relating to the Intellectual Property Assets.

6. **Further Assurances.** Without further consideration, Assignor and Assignee shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel. or Assignor or its counsel, as the case may be, may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of, the Assigned Marks.

7. **Duration.** This Assignment is made unto Assignee, its successors and assigns, for the full duration of all such rights, and any renewals or extensions thereof.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal as of this 4th day of January, 1999.

ATTEST:

Lena Chynoweth
Witness

ASSIGNOR:
AFFINITY TECHNOLOGY GROUP, INC.

By: *Joseph A. Boyle*

Its: SVP / CFO

Joseph A. Boyle
(Type or Print Name)

[Affix Corporate Seal]

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
_____)

TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared Joseph A. Boyle, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the S.V.P. + C.F.O. of AFFINITY TECHNOLOGY GROUP, INC., a Delaware corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said AFFINITY TECHNOLOGY GROUP, INC..

Given under my hand and seal this 5th day of January 1999.

Regina S. Chapman (SEAL)
Notary
My Commission expires **MY COMMISSION EXPIRES
OCTOBER 7, 2007**

For purpose of identification only, the Assignee has signed and sealed this Intellectual Property Assignment Agreement.

ATTEST:

ASSIGNEE:
ELECTRUM CORPORATION

[Signature]
Witness

BY: [Signature] (SEAL)
Edward M. Craig, Jr.
Its: President

**SCHEDULE A
TRADEMARK AND SERVICE MARK
CERTIFICATIONS AND APPLICATIONS**

RECORDED: 01/20/1999

**TRADEMARK
REEL: 1845 FRAME: 0092**