

02-10-1999



FORM PTO-1594
1-31-92

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U.S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):
 CyberCash, Inc.
 2100 Reston Parkway, Suite 430
 Reston, VA 22091

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies):
 Name: ICVerify, Inc.
 Internal Address:
 Street Address: 2100 Reston Parkway, Ste. 430
 Reston, VA 22091



3. Nature of conveyance: **1-15-99**

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 13, 1999

Individual(s) citizenship _____ 01-15-1999
 Association _____ U.S. Patent & TMOFc/TM Mail Rcpt Dt. #:
 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
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 75/514,739 (EZCHARGE (& Design))

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Donna E. M. McPartland
 Internal Address: Hogan & Hartson LLP

Street Address: 8300 Greensboro Drive
Suite 1100

City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
08-2550
 (Attach duplicate copy of this page if paying by deposit account)

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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.

Donna E. M. McPartland
 Name of Person Signing

Donna McPartland
 Signature

1/15/99
 Date

Total number of pages comprising cover sheet: 3

ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** (the "Assignment") is entered into this 13th day of January, 1999 by and between CyberCash, Inc., a Delaware corporation with offices at 2100 Reston Parkway, Reston, VA 22091 ("Assignor") and ICVerify, Inc., a Delaware corporation with offices located at 2100 Reston Parkway, Reston, VA 22091 ("Assignee").

WHEREAS, Assignor is the owner of the trademark EZCHARGE (& Design), as well as an application therefor (the "Mark"); and

WHEREAS, Assignor is the parent corporation of Assignee, and Assignee is a wholly-owned subsidiary of Assignor; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark from Assignor, and Assignor desires to assign the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration in the amount of one hundred dollars (\$100), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, including the federal trademark application therefor. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Mark.
2. Assignor shall make no further use of the Mark nor shall Assignor challenge Assignee's use of the Mark either before or after the date of this Agreement.
3. Assignor represents and warrants that it has not licensed the Mark to any other person or entity or granted any rights with respect to the Mark to any other person or entity except as disclosed to Assignee.
4. At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee and to confirm Assignee's title to the Mark and the federal application therefor, and to assist Assignee in exercising all rights with respect thereto.

5. This Assignment constitutes the entire agreement of the parties with regard to the subject matter hereof and supersedes all prior agreements and understandings between the parties. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

CyberCash, Inc.

By: 

Jill K. DeGraff
Assistant Secretary

ASSIGNEE:

ICVerify, Inc.

By: 

Russell B. Stevenson, Jr.
Vice President, Chief Financial
Officer and Secretary