

03-22-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

MVD 3-15-99

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 Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

46 1769202
40.00
25.00
03/17/1999 JMB/MS
FC:481
FC:482

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, O.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 Process. 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: 1871 FRAME: 0385

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)

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.

DeAnne H. Ozaki

March 12, 1999

Name of Person Signing

Signature

Date Signed

Assignment of Intangibles

THIS ASSIGNMENT OF INTANGIBLES is effective as of 11 March, 1999 by Service Design Associates, Inc., an Indiana Corporation ("Assignor"), in favor of Tier Technologies, Inc., a California Corporation ("Assignee"), pursuant to that certain Agreement for Purchase and Sale of Assets dated as of February 24, 1999, by and among Assignor as Seller, the Shareholders of Seller and Assignee as Buyer (the "Asset Purchase Agreement").

FOR VALUE RECEIVED, Assignor hereby grants, conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in, to and under the Intangible Assets (as defined in the Asset Purchase Agreement). Notwithstanding anything contained herein to the contrary, the Intangible Assets being assigned pursuant to this Assignment of Intangibles shall not include intangible property used by or arising from the Excluded Assets.

Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which Assignee, its nominees, successors and/or assigns, may reasonably request in order to fully assign and transfer to and vest in Assignee, its nominees, successors and/or assigns, and protect its and/or their rights, title and interest in and enjoyment of, all of the Intangible Assets, or to enable Assignee, its nominees, successors and/or assigns, to realize upon or otherwise enjoy the same.

Assignor hereby agrees to indemnify, defend, protect and hold harmless Assignee from and against any and all liability, loss, cost, damage and expense (including, without limitation, attorneys' and paralegals' fees and costs) relating to Assignor's obligations with respect to the Intangible Property arising prior to the date hereof. Assignee hereby assumes and agrees to perform or cause to be performed Assignor's obligations, if any, under the Intangible Assets from and after the date of this instrument.

Assignee hereby accepts the foregoing Assignment of Intangibles and agrees to assume, fulfill, perform and discharge all the various commitments, obligations and liabilities of Assignor under and by virtue of the Intangible Assets hereby assigned, which arise on or after the effective date hereof, and does hereby agree to defend, indemnify and hold harmless Assignor from any liability, damages and causes of action, expenses and attorneys' fees incurred by Assignor by reason of the failure of Assignee after the effective date hereof to fulfill, perform and discharge all of the various commitments, obligations and liabilities of Assignee under and by virtue of the Intangible Assets assigned hereunder which arise on or after the date hereof.

Terms not defined in this Assignment of Intangibles, shall have the meaning ascribed to them in the Asset Purchase Agreement.

This Assignment of Intangibles shall be governed by, and construed under the laws of the State of California.

The provisions of this Assignment of Intangibles shall be binding upon and inure to the benefit of Assignor, Assignee and their successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intangibles as of the date first above written.

ASSIGNOR:

SERVICE DESIGN ASSOCIATES, INC.

By: Anthony E. Burgess
Name: ANTHONY E. BURGESS
Title: PRESIDENT

ASSIGNEE:

TIER TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

Terms not defined in this Assignment of Intangibles, shall have the meaning ascribed to them in the Asset Purchase Agreement.

This Assignment of Intangibles shall be governed by, and construed under the laws of the State of California.

The provisions of this Assignment of Intangibles shall be binding upon and inure to the benefit of Assignor, Assignee and their successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intangibles as of the date first above written.


ASSIGNOR:

SERVICE DESIGN ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

TIER TECHNOLOGIES, INC.

By:  _____
Name: _____
Title: _____

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