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TRADEMARKS ONLY

07-27-1999



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

<p>1. Name of conveying party(ies): ICVerify, Inc. 2100 Reston Parkway Reston, VA 20191</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State Delaware  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party: Name: EZCharge, Inc. Internal Address: Street Address: 2100 Reston Parkway Reston, VA 20191</p> <p>07-22-1999 J.S. Patent &amp; TMO/c/TM Mail Rcpt Dt.</p>
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<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>June 22, 1999</u></p>	<p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Maryland</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from Assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) EZCHARGE (&amp; Design) 75/514,739</p>	<p>B. Trademark registration No.(s)</p>
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Timothy J. Lyden, Esq.</u>  Internal Address: <u>Hogan &amp; Hartson LLP</u>  _____  _____  Street Address: <u>8300 Greensboro Drive</u>  <u>Suite 1100</u>  City: <u>McLean</u> State: <u>VA</u> Zip: <u>22102</u></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">1</span></p> <p>7. Total fee (37 CFR 3.41): ..... \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>08-2550</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Timothy J. Lyden                      *Timothy J. Lyden*                      7/22/99  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 3

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## ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** (the "Assignment") is entered into this 22<sup>nd</sup> day of June, 1999 by and between ICVerify, Inc., a Delaware corporation with offices located at 2100 Reston Parkway, Reston, VA 20191 ("Assignor") and , EZCharge, Inc. a Maryland corporation with offices located at 2100 Reston Parkway, Reston, VA 20191 ("Assignee").

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

**WHEREAS**, Assignor and Assignee are wholly-owned subsidiaries of CyberCash, Inc.; 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 without the permission of Assignee, 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.

