

11-12-1999



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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).

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  
Effective Date  
Month Day Year

Merger

Change of Name

Other

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/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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

04/15/1999 DNGUYEN 00000341 082623 1116177

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02 FC:462 75.00 CH

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: 001958 FRAME: 0329

**Conveyance Type : continued**

Record to correct conveying party's name and to correct an incorrect registration number (1,373,404), previously recorded at Reel 1872, Frame 0472

**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

303-473-2710

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" value="75/337,382"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,116,177"/>	<input type="text" value="1,378,404"/>	<input type="text" value="2,100,504"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Scott S. Havlick

Name of Person Signing



Signature

October 25, 1999

Date Signed

12-21-1998

Tab settings = 0 0 0



To the Honorable Commissioner of Patents

100925282

acted original documents or copy thereof.

1. Name of conveying party(ies):

Check Rite International, Inc.  
7050 Union Park Center - Suite 200  
Salt Lake City, UT 84047

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

Execution Date: 02/13/98

2. Name and address of receiving party(ies)

Name: NDPS Acquisition, Inc.

Internal Address:

Street Address: National Data Plaza

City: Atlanta State: GA ZIP: 30329

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Georgia
- Other

If assignee is not domiciled in the United States, a domestic representative design 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 patent number(s):

A. Trademark Application No.(s)

75/337,382

B. Trademark Registration No.(s)

1,116,177; 1,373,404; 2,100,504

Additional numbers attached?  Yes  No

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

Name: Scott S. Havlick, Esq.

Internal Address:

Street Address: 1050 Walnut Street #500

City: Boulder State: CO ZIP: 80302

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

12/17/1998 SCMTM 000001A3 75337382

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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.

Scott S. Havlick  
Name of Person Signing

*Scott S. Havlick*  
Signature

12/15/98  
Date

31

Total number of pages including cover sheet, attachments, and document:

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Washington, D.C. 20231

TRADEMARK  
REEL: 001958 FRAME: 0332

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ASSET PURCHASE AGREEMENT

dated as of February 13, 1998

among

NATIONAL DATA CORPORATION

NDPS ACQUISITION, INC.

CHECK RITE INTERNATIONAL, INC.

CHECK RITE, LTD.

CHECK RITE OF MINNESOTA, INC.

CHECK RITE CALIFORNIA, INC.

CHECK RITE OF OREGON, INC.

CHECK RITE VENTURES, INC.

DATA BROADCASTING CORPORATION

and

BROADCAST INTERNATIONAL, INC.

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") is made as of February 13, 1998, by and among **NATIONAL DATA CORPORATION**, a Delaware corporation ("**NDC**"), **NDPS ACQUISITION, INC.**, a Georgia corporation ("**Buyer**") and subsidiary of NDC, **CHECK RITE INTERNATIONAL, INC.**, a Utah corporation (the "**Company**"), **CHECK RITE LTD.**, a Colorado corporation ("**Ltd**"), **CHECK RITE OF MINNESOTA, INC.**, a Minnesota corporation ("**Minnesota**"), **CHECK RITE CALIFORNIA, INC.**, a California corporation ("**California**"), **CHECK RITE OF OREGON, INC.**, an Oregon corporation ("**Oregon**"), **CHECK RITE VENTURES, INC.**, a Utah corporation ("**Ventures**"), (hereinafter, the Company, Ltd, Minnesota, California, Oregon and Ventures sometimes being referred to individually as a "**Seller**" and collectively as "**Sellers**"), **DATA BROADCASTING CORPORATION**, a Delaware corporation ("**DBC**"), and **BROADCAST INTERNATIONAL, INC.**, a Utah corporation ("**BII**") (hereinafter, DBC and BII sometimes being referred to individually as a "**Shareholder**" and collectively as the "**Shareholders**"). (Hereinafter, the Sellers and the Shareholders are sometimes referred to individually as a "**Seller Party**" and collectively as the "**Seller Parties**").

### RECITALS

DBC owns all of the issued and outstanding capital stock of BII, and BII owns all of the issued and outstanding capital stock of the Company. Sellers are engaged in the business of developing and selling check recovery services, check verification services and credit card and debit card authorization and processing services (including, without limitation, providing point of sale equipment) to retailers and other merchants, utilizing national and local databases of returned checks and "account closed" listings (collectively, the "**Business**"). Sellers desire to sell, and Buyer desires to purchase, the Assets (as hereinafter defined), subject to the assumption by Buyer of certain liabilities of Sellers comprising the Assumed Liabilities (as hereinafter defined) for the consideration and on the terms set forth in this Agreement.

### AGREEMENT

The parties, intending to be legally bound, agree as follows:

#### 1. DEFINITIONS.

For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1:

"**Applicable Contract**" -- as defined in Section 3.17

"**Assets**" -- as defined in Section 2.1.

"**Assigned Contracts**" -- as defined in Section 2.1(g).

"**Associated Files**" -- as defined in Section 3.22(a)(v).

Document Number 5408

**"Assumed Liabilities"**-- as defined in Section 2.3.

**"Balance Sheet"** -- as defined in Section 3.4.

**"Best Efforts"** -- the efforts that a prudent Person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible; provided, however, that such efforts would not require such Person to expend a sum of money that would be unreasonable under such circumstances.

**"BII"** -- as defined in the first paragraph of this Agreement.

**"Bill of Sale, Assignment and Assumption Agreement"** -- as defined in Section 2.7(a)(i).

**"Books and Records"** -- as to any Person, all files, documents, instruments, papers, books and records relating to the business, operations, conditions of (financial or otherwise), results of operations and assets and properties of such Person, including, without limitation, all hiring, training, employee, supervisory, operating, systems, marketing and personnel books, records, files, ledgers, journals, statements, invoices, manuals, policies, procedures, stationery and brochures together with all financial statements, Tax Returns and related work papers and letters from accountants, budgets, pricing guidelines, ledgers, journals, deeds, title policies, minute books, stock certificates and books, stock transfer ledgers, contracts and other agreements, licenses, customer lists, computer files and programs, retrieval programs, operating data and plans and environmental studies and plans.

**"Business"** -- as defined in the recitals of this Agreement.

**"Business Software"** -- as defined in Section 3.22(a)(iv).

**"Buyer"** -- as defined in the first paragraph of this Agreement.

**"Buyer's Advisors"** -- as defined in Section 5.1.

**"Buyer Closing Documents"** -- as defined in Section 4.2(a).

**"Buyer Indemnified Parties"** -- as defined in Section 11.1.

**"California"** -- as defined in the first paragraph of this Agreement.

**"Closing"** -- as defined in Section 2.6.

**"Closing Balance Sheet"** -- as defined in Section 2.1(l).

**"Closing Date"** -- the date and time as of which the Closing actually takes place.

**"Collection Business"** -- the portion of the Business involving the performance of collection services.

**"Collection Employees"** -- the employees of Sellers, as listed on Schedule 9.6, and as may be hired by Sellers to perform the Transition Services, who will perform, on behalf of Sellers, the services necessary for the operation by Sellers of the Collection Business during the Transition Period.

**"Collection Licenses"** -- the licenses to be obtained by Buyer in order to perform the collection services in the operation of the Collection Business.

**"Company"** -- as defined in the first paragraph of this Agreement.

**"Company Group"** -- as defined in Section 3.13(a).

**"Company Plan"** -- as defined in Section 3.13(b).

**"Company Qualified Plans"** -- as defined in Section 3.13(c).

**"Company Stock"** -- as defined in Section 3.3.

**"Competing Business"** -- as defined in Section 3.25.

**"Consent"** -- any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization).

**"Contemplated Transactions"** -- all of the transactions contemplated by this Agreement, including: (a) the sale of the Assets by Sellers to Buyer; (b) the execution, delivery, and performance of the Bill of Sale, Assignment and Assumption Agreement, the Lease Assignment(s) and the Noncompetition Agreement; (c) the performance by Buyer and the Seller Parties of their respective covenants and obligations under this Agreement; and (d) Buyer's acquisition and ownership of the Assets and Buyer's assumption of the Assumed Liabilities.

**"Contract"** -- any agreement, contract, obligation, promise, or undertaking (whether written or oral and whether express or implied), bid or proposal that is legally binding.

**"Copyrights"** -- as defined in Section 3.22(c)(ii).

**"Customer List"** -- as defined in Section 3.9(a).

**"DBC"** -- as defined in the first paragraph of this Agreement.

**"Disclosure Schedule"** -- the disclosure schedule delivered by the Company to Buyer concurrently with the execution and delivery of this Agreement and made a part hereto.

**"Employees"** -- as defined in Section 3.13(b).

**"Encumbrance"** -- any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other

attribute of ownership and including, in the case of real property, any right of way, building use restriction, exception, variance, reservation or limitation of any nature.

**"Environment"** -- soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins, and wetlands), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, and any other environmental medium or natural resource.

**"Environmental, Health, and Safety Liabilities"** -- any cost, damages, expense, liability, obligation, or other responsibility arising from or under Environmental Law or Occupational Safety and Health Law, including fines, penalties, financial responsibility for cleanup costs, corrective action, removal, remedial actions and response actions, and any other compliance, corrective, investigative, or remedial measures required under Environmental Law or Occupational Safety and Health Law. The terms "removal," "remedial," and "response action," include the types of activities covered by the United States Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., as amended ("CERCLA").

**"Environmental Law"** -- any Legal Requirement that requires or relates to releases of pollutants or hazardous substances or materials or violations of discharge limits; preventing or reducing to acceptable levels the release of pollutants or hazardous substances or materials into the Environment; reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated; reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil, or other potentially harmful substances; cleaning up pollutants that have been released, preventing the threat of release, or paying the costs of such clean up or prevention; or making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.

**"Excess Cash"** -- as defined in Section 2.2(d).

**"Excluded Assets"** -- as defined in Section 2.2.

**"Expense"** -- as defined in Section 11.1.

**"ERISA"** -- the Employee Retirement Income Security Act of 1974 or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

**"Facilities"** -- any real property, leaseholds, or other interests currently or formerly owned or operated by any Seller or the Business and any buildings, plants, structures, or equipment (including motor vehicles and trucks) currently or formerly owned or operated by any Seller or the Business.

**"Financial Statements"** -- as defined in Section 3.4.

**"GAAP"** -- generally accepted United States accounting principles, applied on a basis consistent with the basis on which the Balance Sheet and the other financial statements referred to in Section 3.4 were prepared.

**"Governmental Authorization"** -- any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

**"Governmental Body"** -- any federal, state, local, municipal, foreign, or other government; or governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal), including, without limitation, applicable state banking or insurance commissions or similar authorities.

**"Hazardous Materials"** -- any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials.

**"HSR Act"** -- the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

**"Intellectual Property Assets"** -- as defined in Section 3.22(a).

**"Intellectual Property Rights"** -- as defined in Section 3.22(a)(i).

**"Interim Balance Sheet"** -- as defined in Section 3.4.

**"IRC"** -- the Internal Revenue Code of 1986, as amended, or any successor law, and regulations issued by the IRS pursuant to the Internal Revenue Code or any successor law.

**"IRS"** -- the United States Internal Revenue Service and, to the extent relevant, the United States Department of the Treasury.

**"Knowledge"** -- an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter after such individual has conducted a reasonable investigation concerning the existence of such fact or other matter. A Person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving as an inside director, officer with operating responsibility, managers, partner, executor, or trustee of such Person (or in any similar capacity) has Knowledge of such fact or other matter. "Knowledge" of Sellers will be deemed to include "Knowledge" of BII or DBC.

**"Lease Assignment"** -- as defined in Section 2.7(a)(ii)(A).

**"Legal Requirement"** -- any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty (including, without limitation, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, the Equal Credit Opportunity Act, the Federal Bank Holding Company Act and state consumer protection laws).

**"Loss"** - as defined in Section 11.1.

**"Ltd"** --as defined in the first paragraph of this Agreement.

**"Marks"** -- as defined in Section 3.22(c)(i).

**"Material Adverse Effect"** -- shall mean a (i) material adverse effect on the ability of Sellers to consummate the transactions contemplated hereby or (ii) a material adverse effect on the businesses, results or operations, prospects, properties, assets, liabilities or condition (financial or otherwise) of the Assets or the Business other than the Retained Liabilities.

**"Minnesota"** -- as defined in the first paragraph of this Agreement.

**"NDC"** -- as defined in the first paragraph of this Agreement.

**"Noncompetition Agreement"** -- as defined in Section 2.7(a)(iii).

**"Nontransferrable Third-Party Applications"** --as defined in Section 3.22(a)(iii).

**"Occupational Safety and Health Law"** -- any Legal Requirement designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

**"Order"** -- any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

**"Ordinary Course of Business"** -- an action taken by a Person will be deemed to have been taken in the "Ordinary Course of Business" only if such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person.

**"Oregon"** -- as defined in the first paragraph of this Agreement.

**"Organizational Documents"** -- (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited

partnership of a limited partnership; (d) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (e) any amendment to any of the foregoing.

**"Permitted Encumbrances"** -- (i) security interests shown on the Balance Sheet or the Interim Balance Sheet as securing specified liabilities or obligations, with respect to which no default (or event that, with notice or lapse of time or both, would constitute a default) exists, (ii) security interests incurred in connection with the purchase of property or assets after the date of the Interim Balance Sheet (such security interests being limited to the property or assets so acquired), with respect to which no default (or event that, with notice or lapse of time or both, would constitute a default) exists, (iii) liens for current taxes not yet due, which any Seller is obligated to pay and (iv) nonmaterial Encumbrances which are not substantial in amount, do not materially detract from the value or do not impair the use of the property subject thereto, or do not impair the operations of any Seller.

**"Person"** -- any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

**"Personal Property Leases"** -- as defined in Section 2.1(c).

**"Phoenix Partnership"** -- Check Rite of Phoenix, an Arizona general partnership.

**"Principal Customers"** -- as defined in Section 3.9(a).

**"Proceeding"** -- any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

**"Proprietary Rights Agreement"** -- as defined in Section 3.20(c).

**"Purchase Price"** -- as defined in Section 2.5(a).

**"Purchase Price Allocation"** -- as defined in Section 2.5(b).

**"Real Property Leases"** -- as defined in Section 2.1(d).

**"Related Person"** -- with respect to a particular individual:

- (a) each other member of such individual's Family;
- (b) any Person that is directly or indirectly controlled by such individual or one or more members of such individual's Family;
- (c) any Person in which such individual or members of such individual's Family hold (individually or in the aggregate) a Material Interest; and

(d) any Person with respect to which such individual or one or more members of such individual's Family serves as a director, officer, partner, executor, or trustee (or in a similar capacity).

With respect to a specified Person other than an individual:

(a) any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person;

(b) any Person that holds a Material Interest in such specified Person;

(c) each Person that serves as a director, officer, partner, executor, or trustee of such specified Person (or in a similar capacity);

(d) any Person in which such specified Person holds a Material Interest;

(e) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity); and

(f) any Related Person of any individual described in clause (b) or (c).

For purposes of this definition, (a) the "Family" of an individual includes (i) the individual, (ii) the individual's spouse, (iii) any other natural person who is related to the individual or the individual's spouse within the second degree, and (iv) any other natural person who resides with such individual, and (b) "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of voting securities or other voting interests representing at least 10% of the outstanding voting power of a Person or equity securities or other equity interests representing at least 10% of the outstanding equity securities or equity interests in a Person.

**"Release"** -- any spilling, leaking, emitting, discharging, depositing, escaping, leaching, dumping, or other releasing into the Environment, whether intentional or unintentional.

**"Representative"** -- with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

**"Retained Liabilities"** -- as defined in Section 2.4.

**"Securities Act"** -- the Securities Act of 1933 and regulations and rules issued pursuant to that Act.

**"Seller Closing Documents"** -- as defined in Section 3.2(a).

**"Seller Indemnified Party"** -- as defined in Section 11.2.



**"Seller Parties"** -- as defined in the first paragraph of this Agreement.

**"Sellers"** -- as defined in the first paragraph of this Agreement.

**"Shareholders"** -- as defined in the first paragraph of this Agreement.

**"Subsidiary"** -- with respect to any Person (the "Owner"), any corporation or other Person of which securities or other interests having the power to elect a majority of such corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of such corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred) are held by the Owner or one or more of its Subsidiaries; when used without reference to a particular Person, "Subsidiary" means a Subsidiary of the Company.

**"Tax"** -- all tax (including income tax, capital gains tax, value added tax, sales tax, property tax, gift tax, intangibles tax or estate tax), levy, assessment, tariff, duty (including customs duty), deficiency or other fee and any related charge or amount (including fine, penalty and interest) imposed, assessed or collected by or under the authority of any Governmental Body.

**"Tax Return"** -- any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Legal Requirement relating to any Tax.

**"Threatened"** -- a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing), or if any other event has occurred or any other circumstances exist, that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

**"Trade Secrets"** -- as defined in Section 3.22(c)(iii).

**"Transferable Third-Party Applications"** -- as defined in Section 3.22(a)(ii).

**"Transition Date"** -- the date that Buyer notifies Sellers that it has received all of the Collection Licenses.

**"Transition Period"** -- the period between the Closing Date and the Transition Date.

**"Transition Period Expenses"** -- (a) salaries, wages and other benefits actually paid or provided to Collection Employees in connection with the provision of the Transition Services (but not any special bonuses paid to such Collection Employees to induce them to remain in Sellers' employ or any other increases in compensation or other benefits outside the Ordinary Course of Business or inconsistent with Seller's practices in operating the Collection Business

prior to the date of this Agreement); (b) all telephone communication expenses; (c) all postage and mailing expenses actually incurred in providing the Transition Services; and (d) all other reasonable and documented direct out-of-pocket expenses of Sellers actually incurred in providing the Transition Services, provided that Buyer has approved any such expenditure in advance and to the extent that the incurrence of any such expense is not in the Ordinary Course of Business.

**"Transition Services"** -- the operation by Sellers of the Collection Business during the Transition Period pursuant to Section 9.6.

**"Vacant Real Property"** -- as defined in Section 2.2(f).

**"Ventures"** -- as defined in the first paragraph of this Agreement.

**"Working Capital"** -- the current assets less the current liabilities of the Sellers, to the extent included in the Assets and Assumed Liabilities hereunder, all as determined on a consolidated basis in accordance with GAAP consistently applied.

## **2. SALE AND TRANSFER OF ASSETS; ASSUMPTION OF ASSUMED LIABILITIES; CLOSING**

### **2.1. Sale and Purchase of the Assets.**

On the terms and subject to the conditions set forth in this Agreement, at the Closing, each Seller agrees to sell, transfer, assign, convey and deliver to Buyer, and Buyer agrees to purchase, acquire and accept from such Seller, all of the right, title and interest as of the Closing Date of such Seller in and to all of the assets, properties and rights owned by such Seller, or used or usable by such Seller in the operation of the Business, of every type and description, personal and mixed, tangible and intangible, wherever located and whether or not reflected on the Books and Records of such Seller, in each case free and clear of any Liens, other than those assets, properties and rights which are specifically excluded pursuant to Section 2.2 (the foregoing are hereinafter collectively referred to as the "Assets"). Except as specifically excluded pursuant to Section 2.2, the Assets include all of the right, title and interest of such Seller in or to all of the properties and assets, tangible and intangible, real, personal and mixed, wherever located, as the same shall exist on the Closing Date (other than the Excluded Assets), owned by such Seller and which are employed, used or available for use in the Business, including, without limitation:

(a) **Inventory and Supplies.** All inventories or materials, merchandise, products under research and development, demonstration equipment, office and other supplies, parts, packaging materials and other accessories related thereto which are held at, or are in transit from or to, the locations at which the Business is conducted, or located at suppliers' premises or franchisees' premises or customers' premises, in each case, which are used or held for use by such Seller in the conduct of its Business, including any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person, together with all rights of such Seller against suppliers of such inventories;

identified or required to be identified in Part 3.17(a)(ii)(xiii) of the Disclosure Schedule.

(e) There are no renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to any Seller under current or completed Contracts with any Person and to the Knowledge of the Seller Parties, no such Person has made written demand for such renegotiations.

(f) Each Contract with or relating to any franchisee of the Business in connection with the offer or sale of such franchise interest or any franchise or distribution relationship complies with all applicable Legal Requirements in all material respects.

### 3.18. Insurance.

(a) Each Seller has delivered to Buyer true and complete copies of (i) all policies of insurance to which any Seller is a party or under which any Seller, or, with respect to directors or officers liability insurance, any director or officer of any Seller, is or has been covered at any time since June 30, 1997; and (ii) all pending applications for policies of insurance.

(b) Part 3.18(b) of the Disclosure Schedule describes (i) any self-insurance arrangement by or affecting any Seller, including any reserves established thereunder, and (ii) any contract or arrangement, other than a policy of insurance, for the transfer or sharing of any risk by any Seller.

(c) Part 3.18(c) of the Disclosure Schedule sets forth, by year, for the current policy year and each of the three preceding policy years (i) a summary of the loss experience under each policy, (ii) a statement describing each claim under an insurance policy and (iii) a statement describing the loss experience for all claims that were self-insured, including the number and aggregate cost of such claims.

(d) Except as set forth on Part 3.18(d) of the Disclosure Schedule:

(i) All policies to which any Seller is a party or that provide coverage to any Seller or the Business, or any director or officer of any Seller: (A) are valid, outstanding, and enforceable; (B) are issued by an insurer that is financially sound and reputable; (C) do not provide for any retrospective premium adjustment or other experienced-based liability on the part of any Seller or the Business; (D) taken together, provide adequate insurance coverage for the assets and operations of the Sellers and the Business; and (E) are sufficient for compliance with all Legal Requirements and Contracts to which any Seller or the Business is a party or by which any of them is bound; and all claims-based policies will continue in full force and effect for at least two (2) years following the consummation of the Contemplated Transactions.

- (ii) None of the Seller Parties has received, with respect to any Seller or the Business, (A) any refusal of coverage or any notice that a defense will be afforded with reservation of rights, or (B) any notice of cancellation or any other indication that any insurance policy is no longer in full force or effect or will not be renewed or that the issuer of any policy is not willing or able to perform its obligations thereunder.
- (iii) The Sellers have paid all premiums due, and have otherwise performed all of their respective obligations, under each policy to which any Seller is a party or that provides coverage to any Seller or director thereof or the Business.
- (iv) The Sellers have given notice to the insurer of all claims that may be insured thereby.

### 3.19. Environmental Matters.

Except as set forth in Part 3.19 of the Disclosure Schedule:

(a) Each Seller is, and at all times has been, in material compliance with, and has not been and is not in material violation of or liable under, any Environmental Law. None of the Seller Parties has received any actual or Threatened order, notice, or other communication from (i) any Governmental Body or private citizen acting in the public interest, or (ii) the current or prior owner or operator of any Facilities, of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or Threatened obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to any of the Facilities or any other properties or assets.

(b) There are no pending or, to the Knowledge of the Seller Parties, Threatened claims, Encumbrances or other restrictions resulting from any Environmental, Health, and Safety Liabilities or arising under or pursuant to any Environmental Law, with respect to or affecting any of the Facilities or any other properties and assets in which any Seller has or had an interest.

(c) None of the Seller Parties, or any other Person for whose conduct they are or may be held responsible, has Knowledge of any basis to expect obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to any of the Facilities or any other properties or assets.

(d) No Seller or any other Person for whose conduct they are or may be held responsible, has any Environmental, Health, and Safety Liabilities with respect to the Facilities or, to the Knowledge of the Seller Parties, with respect to any other properties and assets in which the Seller Parties (or any predecessor), has or had an interest.

(e) There are no Hazardous Materials present on or in the Environment at the Facilities except in full compliance with all applicable Environmental Laws.

(f) There has been no Release, or to the Knowledge of the Seller Parties, Threat of Release, of any Hazardous Materials at or from the Facilities or at any other locations where any Hazardous Materials were generated, manufactured, refined, transferred, produced, imported, used, or processed from or by the Facilities, or from or by any other properties and assets in which Sellers or Shareholders or any Seller or the Business has or had an interest.

(g) Sellers have delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by any Seller Party pertaining to Hazardous Materials or Hazardous Activities in, on, or under the Facilities, or concerning compliance by any Seller Party, or any other Person for whose conduct they are or may be held responsible, with Environmental Laws.

### **3.20. Employees and Independent Contractors.**

(a) Part 3.20(a) of the Disclosure Schedule contains a list of the following information for each full-time, part-time or temporary employee or director of the Sellers, including each employee on leave of absence or layoff status: employer, name, job title, date of birth, current employer, current employment status and current compensation. Part 3.20(a) of the Disclosure Schedule also contains a list of all written contracts of employment to which any Seller or the Business is a party.

(b) Part 3.20(b) of the Disclosure Schedule contains a list of each independent contractor engaged by any Seller Party in the Business, a description of such independent contractor's services and compensation; and a list of all contracts with any such independent contractor to which any Seller or the Business is a party. The Sellers and the Business have treated each such independent contractor in a manner consistent with the definition of an independent contractor under the IRC.

(c) No employee, director or independent contractor of any Seller is a party to, or is otherwise bound by, any agreement or arrangement, including any confidentiality, noncompetition, or proprietary rights agreement, between such employee, director or independent contractor and any other Person ("Proprietary Rights Agreement") that in any way adversely affects or will affect (i) the performance of his duties as an employee, director or independent contractor of the Sellers, or (ii) the ability of any Seller to conduct its business, including any Proprietary Rights Agreement with Seller or any Shareholder by any such employee, director or independent contractor. To the Knowledge of any Sellers and any Shareholders, no director, officer, or other key employee of any Seller or the Business intends to terminate his employment with such Seller or the Business, and no independent contractor intends to terminate any contract with any Seller or the Business.

(d) Part 3.20(d) of the Disclosure Schedule also contains a complete and accurate list of the following information for each retired employee or director of the Sellers, or their dependents, receiving benefits or scheduled to receive benefits in the future: name, pension benefit, pension option election, retiree medical insurance coverage, retiree life insurance coverage, and other benefits.

### 3.21. Labor Relations: Compliance.

No Seller has been or is a party to any collective bargaining or other labor Contract. There has not been, there is not presently pending or existing, and there is not Threatened, (a) any strike, slowdown, picketing, work stoppage, or employee grievance process, (b) any Proceeding against or affecting any Seller relating to the alleged violation of any Legal Requirement pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission, or any comparable Governmental Body, organizational activity, or other labor or employment dispute against or affecting any of the Sellers or their premises, or (c) any application for certification of a collective bargaining agent. No event has occurred or circumstance exists that could provide the basis for any work stoppage or other labor dispute. There is no lockout of any employees by any Seller, and no such action is contemplated by any Seller. Each Seller has complied in all respects with all legal requirements relating to employment, equal employment opportunity, nondiscrimination, immigration, wages, hours, benefits, collective bargaining, the payment of social security and similar taxes, occupational safety and health, and plant closing. No Seller is liable for the payment of any compensation, damages, taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing legal requirements, or for any other legal requirement relating to the employer-employee relationship. Part 3.21 of the Disclosure Schedule contains a complete list of employment-related lawsuits and/or governmental administrative proceedings to which any Seller has been or is currently a party. This list includes any employment-related disputes brought under any applicable federal, state or local laws, as well as all administrative actions including, but not limited to, those proceedings before the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Agency and the Department of Labor, and any state counterparts to such agencies.

### 3.22. Intellectual Property.

(a) Intellectual Property Assets. The term "Intellectual Property Assets" includes, with respect to each Seller:

- (i) all such Seller's worldwide patents, patent applications, patent rights, copyright registrations, copyrights (including those in computer programs, drawings, documentation and specifications), proprietary rights in information (including, without limitation, data, trade secrets, inventions, discoveries, know-how, formulae, processes, technical information and business information), corporate name, trade names, fictitious business names, trademarks, service marks and applications, licensed rights under the intellectual rights of third parties) and all other intellectual property rights, whether or not subject to statutory registration or protection (including, without limitation, all names, logos and slogans used by such Seller in connection with the Business, as well as databases of returned checks and "account closed" listings,

skip tracing and other debtor information) (collectively, the "**Intellectual Property Rights**");

- (ii) all of such Seller's commercial third-party software applications that are not subject to any license or contract restrictions that would prohibit the free transfer by such Seller such Seller's license rights therein or restrictions that would terminate the applicable license upon a change in control of such Seller (including, without limitation, all third-party "shrink-wrapped" software, as well as all third-party software licensed as a "bundled" product with hardware), together with all related user and technical documentation and Associated Files (as defined below) of such software (collectively, the "**Transferable Third-Party Applications**");
- (iii) all of such Seller's third-party software licensed to such Seller under terms that prohibit the transfer of such software or the license thereto or that terminate upon the change in control of such Seller, without the prior consent of or waiver by, such Seller's licensor, together with all related user and technical documentation and Associated Files (as defined below) of such software (collectively, the "**Nontransferable Third-Party Applications**");
- (iv) all of such Seller's computer software applications that were developed by, or the Intellectual Property Rights to which are owned by such Seller, including both commercial software products and custom products, together with all user and technical documentation in such Seller's possession and all Associated Files of such software (collectively, the "**Business Software**"); and
- (v) all files (including macros, scripts, data files and custom applications) created by use of the given software (the "**Associated Files**").

Part 3.22(a) of the Disclosure Schedule contains a complete and accurate list and summary description of all Intellectual Property Assets, together with a list of all royalties paid or received by the Sellers with respect to the Intellectual Property Assets. There are no outstanding and, to the Knowledge of the Seller Parties, no Threatened disputes or disagreements with respect to any Contracts relating to the Intellectual Property Assets.

(b) Know-How Necessary for the Business. The Intellectual Property Assets are all those necessary and material for the operation of the Business of the Sellers, taken individually and as a whole, as they are currently conducted. One or more of the Sellers is the owner or licensee of all right, title, and interest in and to each of the Intellectual Property Assets, free and clear of all Encumbrances, and has the right to use without payment to a third party (except as provided in the Applicable Contract relating to such Intellectual Property Assets) all of

the Intellectual Property Assets. Neither the execution of this Agreement nor the consummation of the Contemplated Transactions will affect the validity or enforceability of any Seller's Intellectual Property Rights, Transferable Third-Party Applications, Business Software or Associated Files. Part 3.22(a) of the Disclosure Schedule lists the consents or waivers necessary to prevent the breach or termination of the Nontransferable Third-Party Applications in connection with the execution of this Agreement or the consummation of the Contemplated Transactions.

(c) **Intellectual Property Rights.**

- (i) To the Knowledge of the Seller Parties, with respect to any trademark, service mark or application, trade name or other business name (collectively, "**Marks**"), there is no potentially interfering trademark or trademark application of any third party. None of the Marks used by any Seller or the Business infringes or, to the Knowledge of the Seller Parties, is alleged to infringe any trade name, trademark, or service mark of any third party or has been challenged or Threatened in any way. All Marks that have been registered with the U.S. Patent and Trademark Office are valid and enforceable, are in compliance with all formal legal requirements, and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date. All products and materials containing a Mark bear the proper federal registration notice where permitted by law.
- (ii) No copyright in published or unpublished works (collectively, "**Copyrights**") is infringed or, to the Knowledge of the Seller Parties, has been challenged or Threatened in any way. None of the subject matter of any of the Copyrights infringes or is alleged to infringe any copyright of any third party or is a derivative work based on the work of a third party. All Copyrights have been registered, are currently in compliance with formal legal requirements, are valid and enforceable and are not subject to any maintenance fee or taxes or actions falling due within ninety (90) days after Closing. All works encompassed by the Copyrights have been marked with the proper copyright notice.
- (iii) The Sellers have taken all reasonable precautions to protect the secrecy, confidentiality, and value of their respective trade secrets and proprietary rights in information (collectively, "**Trade Secrets**"). To the Knowledge of the Seller Parties, the Trade Secrets are not part of the public knowledge or literature, and, to the Knowledge of Sellers and Shareholders, have not been used, divulged, or appropriated either for the benefit of any Person (other than one or more of the Sellers) or to the detriment of the Sellers. The documentation relating to each Trade Secret is current,



accurate and sufficient in detail and context to identify and explain it and to allow full and proper use without reliance on the knowledge or memory of any individual.

(iv) No Seller owns any patent, patent application, invention or discovery that may be patentable.

(d) **Year 2000 Compliance.** That the Nontransferable Third Party Applications and the Business Software either are Year 2000 Compliant or that the cost of making them Year 2000 Compliant shall not materially increase the annual cost of maintenance associated with such applications and Business Software which Seller has paid in the Ordinary Course of Business. Year 2000 Compliant means that there will be no loss of functionality with respect to the introduction, processing or output of records or data containing dates falling on or after January 1, 2000.

### 3.23. **Certain Payments.**

No Seller or director, officer, agent, or employee of any Seller, or any other Person associated with or acting for or on behalf of any Seller or the Business, has (a) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money, property, or services (i) to improperly obtain favorable treatment in securing business, (ii) to improperly pay for favorable treatment for business secured, (iii) to improperly obtain special concessions or for special concessions already obtained, for or in respect of any Seller, or (iv) in violation of any Legal Requirement, (b) established or maintained any fund or asset that has not been recorded in the books and records of the Sellers.

### 3.24. **Disclosure.**

(a) No representation or warranty of any Seller Party in this Agreement and no statement in the Disclosure Schedule omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

(b) There is no fact known to any Seller Party that has specific application to any Seller Party (other than general economic or industry conditions) and that materially adversely affects the assets, business, prospects, financial condition, or results of operations of the Business (on a consolidated basis) or regarding any Seller's relationship with any franchisee or any of its major clients or customers that has not been set forth in this Agreement or the Disclosure Schedule.

### 3.25. **Relationships with Related Persons.**

Except as set forth in Part 3.25 of the Disclosure Schedule, none of the Seller Parties, or any Related Person of any Seller Party has, or since June 30, 1997, has had, any interest in any property (whether real, personal, or mixed and whether tangible or intangible), used in or

pertaining to the Sellers' Businesses. None of the Sellers, Shareholders or any Related Person of any Seller or of any Shareholder is, or since June 30, 1997, has owned (of record or as a beneficial owner) an equity interest or any other financial or profit interest in, a Person that has (i) had business dealings with or a material financial interest in any transaction with any Seller or the Business, or (ii) engaged in competition with any Seller or the Business with respect to any line of the products or services of such Seller or the Business (a "**Competing Business**") in any market currently served by such Seller or the Business except for less than two percent of the outstanding capital stock of any Competing Business that is publicly traded on any recognized exchange or in the over-the-counter market. Except as set forth in Part 3.25 of the Disclosure Schedule, none of the Seller Parties or any Related Person of any Seller Party is a party to any Contract with, or has any claim or right against, any Seller.

### 3.26. Brokers or Finders.

Except for the engagement of Schroder & Co. Inc., the fees and expenses of which shall be paid by DBC, none of the Seller Parties has incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

## 4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller Party as follows:

### 4.1. Organization and Good Standing.

Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware.

### 4.2. Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Upon the execution and delivery by Buyer of the Bill of Sale, Assignment and Assumption Agreement, the Lease Assignments and the Noncompetition Agreements (collectively, the "**Buyer Closing Documents**"), the Buyer's Closing Documents will constitute the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms. Buyer has the absolute and unrestricted right, power, and authority to execute and deliver this Agreement and the Buyer Closing Documents and to perform its obligations under this Agreement and the Buyer Closing Documents.

(b) Except as set forth in Schedule 4.2, neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer will give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions pursuant to:

- (i) any provision of Buyer's Organizational Documents;

IN WITNESS WHEREOF, the parties have executed, sealed and delivered this Agreement as of the date first written above.

Buyer:

NDPS ACQUISITION, INC.

By:  
Title:

NATIONAL DATA CORPORATION

By:  
Title:

Company:

CHECK RITE INTERNATIONAL, INC.

By: *Mark F. Ingersole*  
Title: VICE PRESIDENT

CHECK RITE, LTD.

By: *Mark F. Ingersole*  
Title: VICE PRESIDENT

CHECK RITE OF MINNESOTA, INC.

By: *Mark F. Ingersole*  
Title: VICE PRESIDENT

CHECK RITE CALIFORNIA, INC.

By: *Mark F. Ingersole*  
Title: VICE PRESIDENT

CHECK RITE OF OREGON, INC.

By: *Mark F. Ingersole*  
Title: VICE PRESIDENT

CHECK RITE VENTURES, INC.

By: *Mark F. Ingersole*  
Title: VICE PRESIDENT

Document Number 5408

NO. 333 2/28

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DEC:

**DATA BROADCASTING CORPORATION**

By: *Mark J. Angelelli*  
Title: *PRESIDENT*

BII:

**BROADCAST INTERNATIONAL, INC.**

By: *Mark J. Angelelli*  
Title: *VICE PRESIDENT*

**Document Number 5408**


NO. 336 P. 3/3

LEGAL DEPT. (LEGAL DEPT.)

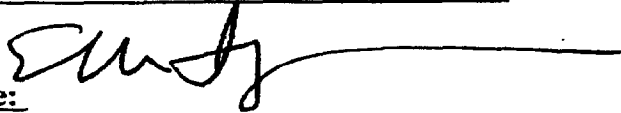
IN WITNESS WHEREOF, the parties have executed, sealed and delivered this Agreement as of the date first written above.

Buyer:

NDPS ACQUISITION, INC.

By:   
Title:

NATIONAL DATA CORPORATION

By:   
Title:

Company:

CHECK RITE INTERNATIONAL, INC.

By:  
Title:

CHECK RITE, LTD.

By:  
Title:

CHECK RITE OF MINNESOTA, INC.

By:  
Title:

~~CHECKRITE OREGON~~ CHECK RITE CALIFORNIA, INC.

By:  
Title:

~~CHECKRITE VENTURES~~ CHECK RITE OF OREGON, INC.

By:  
Title:

~~{Other Subsidiaries}~~ CHECK RITE VENTURES, INC.

By:  
Title:

**Intellectual Property Assets**

**(i). Intellectual Property Rights**

(a) All rights in the name Check Rite, CheckRite, or Checkrite or any name which uses one of those names in combination therewith.

(b) List of Tradenames and trademarks attached

(c) Assumed names Used by CheckRite Ltd.

CheckRite of Colorado

Texas Check Rite

Check Rite of Colorado Springs

Check Rite of Salt Lake

Check Rite

(d) Database including, but not limited to, information regarding returned checks, "account closed" listings, etc.

**(ii). Transferable Third Party Applications (see attached list)**

**(iii). Nontransferable Third Party Applications**

Columbia Ultimate Business Systems, Inc.- requires consent

Electronic Information Systems, Inc.- requires consent

TASQ Technology, Inc.- requires consent

**(iv). Business Software (see attached list)**

No royalties paid or received relative to Intellectual Property Assets, except for franchisees in accordance with their Agreements.

TRANSFERABLE THIRD PARTY APPLICATIONS

<u>Software</u>	<u>Description</u>	<u>Number</u>
ACT	Contact Manager	25
Arc Serve	Backup software	Unlimited
Arcade backup	Backup software	2
Cognos - Powerplay	Data Warehouse	4
Cognos - Transformer	Data Warehouse	1
Delphi	Programming language	1
Groupwise	E-Mail	90
MS Office Suite	Suite	15
Novell	Network	90
OTG	Document Manager (COLD and images)	10
PC Anywhere	Communications	7
Paradox	Data base	2
Reflections	Communications	1
Sybase SQL	Data Base	16
Termite	Communications	10
Visio	Flow Chart	2
Visual basic	Programming language	1
Win 2000	Communications	1
Word Perfect Office Suite	Office	9
ZonTalk	POS Terminal	1

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**BUSINESS SOFTWARE**

**CheckRite Proprietary Software**

**CheckRite Gateway**

**CheckRite Multi-User Gateway (MUG)**

**CheckRite In-Store Verification Systems**

**CheckRite Host Transaction Processing Software**

**CheckRite On-line Concentrator (CROC)**

**CheckRite Point-of-Sale verification update software**



**INTELLIGENTIAL PROPERTY RIGHTS**

**Trademarks and Trade names**

**Federal Registrations**

**"CashStar"**

Registered with the United States Patent Office on April 3, 1979, and the registration appears on the principal register as Registration Number 1,116,177.

**"Quick Check"**

Originally registered with the United States Patent Office on May 9, 1978, Registration No. 1,091,079 by Cooper Credit National Bank. The Mark was assigned to Lone Star CheckRite (a subsidiary of CheckRite, Ltd.) on 4/4/83 as part of a purchase agreement. The assignment was recorded with the United States Patent and Trademark Office on July 25, 1984. The Mark was later transferred to CheckRite, Ltd. (the parent corporation). The current registration on the principal register is No. 1,378,404 dated January 14, 1986.

**"America's Check Approval Network"**

Registered with the United States Patent Office on September 23, 1997. The registration appears on the Supplemental Register as Registration Number 2,100,904

**State Registrations**

The following trade names are registered in the State of Colorado and were acquired through the merger/acquisition of DeJoy Enterprises.

- Cheque X-Press N.A.
- Cheque X-Press National Association
- Check Network
- Technicheck
- Check View
- Choice Recovery Network
- Choice Recovery
- National Check Network

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