

10-13-1999

Express Mail No.: EL 265 832 975 US

FORM PTO-1594  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.  
Box Assignment, Washington, DC 20231

<p>1. Name of conveying party(ies): Integrated Payment Systems Inc.</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-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(ies): Name: <u>Home Account Holdings, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>5915 Hollis Street</u></p> <p>City <u>Emeryville</u> State <u>CA</u> ZIP <u>94608</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- <u>Delaware</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 type="checkbox"/> No  (Designation must be a separate document from Assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<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 28, 1999</u></p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>75/286,688</u>  <u>NETPRECISION</u></p> <p>B. Trademark registration No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><u>PENNIE &amp; EDMONDS LLP</u>  <u>1155 Avenue of the Americas</u>  <u>New York, NY 10036</u></p> <p>Attn.: <u>Ilene B. Tannen, Esq.</u></p> <p>File No.: <u>9573-010</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>40</u></p> <p>Please charge to the deposit account listed in Section 8.</p> <p>8. Deposit account number: <u>16-1150</u></p>
<b>DO NOT USE THIS SPACE</b>	
<p>9. Statement and signature.</p> <p><i>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.</i></p> <p><u>Ilene B. Tannen</u>                      <u>Ilene B. Tannen</u>                      <u>10/6/99</u>  Name of Person Signing      Reg. No.                      Signature                      Date</p> <p>Total number of pages comprising cover sheet: <u>1</u></p>	



Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 20231

10/13/1999 MTHAI1 00000096 161150 75286688  
01 FC:481 40.00 CH

TRADEMARK  
REEL: 001973 FRAME: 0721

NY2 - 999753.1

## DEED OF ASSIGNMENT

THIS ASSIGNMENT is made as of the 28 day of June, 1999, between Integrated Payment Systems Inc., a corporation organized under the laws of Delaware, with its principal place of business at 6200 South Quebec Street, Suite 430, Englewood, Colorado 80111, U.S.A. ("the Assignor"), and Home Account Holdings, Inc., a corporation organized under the laws of Delaware, with its principal place of business at 5915 Hollis Street, Emeryville, California 94608 U.S.A. ("the Assignee").

WHEREAS, Assignor applied to register the mark NETPRECISION (the "Mark") in connection with the services stated in U.S. App. Ser. No. 75/286,688 (the "Services") under Section 1(b) of the Lanham Act on May 5, 1997;

WHEREAS, use of the Mark in commerce in connection with the Services commenced on May 7, 1997, and continues to the present; and

WHEREAS, Assignor is desirous of assigning and transferring unto Assignee, and Assignee is desirous of acquiring by assignment, all of Assignor's rights in and to the Mark, together with the goodwill associated therewith and the entire business to which the Mark pertains, and the aforementioned U.S. application and any registration that may issue therefrom.

NOW, THEREFORE, in exchange for shares of Series A Preferred Stock of Assignee ("New HAN Stock"), if any, reflecting the value, if any, of the Mark, said shares to be delivered to Assignor or as directed by Assignor for its own benefit and for its own account or as directed by Assignor, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee all its right, title and interest in and to the Mark, together with the goodwill of the ongoing and existing business concerned in the Services, the entire business to which the Mark pertains and all rights which the Assignor has heretofore enjoyed thereunder. Assignor hereby directs Assignee to issue such shares of New HAN Stock in the name of First Data Resources Inc. ("FDR"). Notwithstanding anything herein or in the Contribution Agreement (as defined below) to the contrary, the sale, assignment and transfer hereunder is made by Assignor for its own benefit and on its own account (and, without limitation, not for the benefit of, or on the account of, FDR). Assignor acknowledges that it has received all consideration that it is entitled to receive hereunder from Assignee, and FDR acknowledges that it has received all consideration that it is entitled to receive from Assignee pursuant to that certain Contribution Agreement dated March 11, 1999, as amended (the "Contribution Agreement") among FDR, Assignee and Vault Holdings, L.L.C..

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Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be necessary, in the reasonable judgment of Assignee, to evidence or effectuate the foregoing.

Signed sealed and delivered before me  
this 28<sup>th</sup> day of June, 1999:

**INTEGRATED PAYMENT SYSTEMS INC.**

By: [Signature]  
Name: **Charles W. Brooks**  
Title: **President - Financial Services  
Integrated Payment Systems**

This document has been subscribed, affirmed and sworn before me in the county of Danver for the state of Colorado on the 28<sup>th</sup> day of June, 1999.

[Signature]  
(Signature and seal of Notary)

My commission expires on 12-12-99



Signed sealed and delivered before me  
this \_\_\_ day of June, 1999:

**HOME ACCOUNT HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

This document has been subscribed, affirmed and sworn before me in the county of \_\_\_\_\_ for the state of \_\_\_\_\_ on the \_\_\_ day of June, 1999.

\_\_\_\_\_  
(Signature and seal of Notary)

My commission expires on \_\_\_\_\_

Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be necessary, in the reasonable judgment of Assignee, to evidence or effectuate the foregoing.

Signed sealed and delivered before me  
this \_\_\_\_ day of June, 1999:

**INTEGRATED PAYMENT SYSTEMS INC.**

By: \_\_\_\_\_  
Name:  
Title:

This document has been subscribed, affirmed and sworn before me in the county of \_\_\_\_\_ for the state of \_\_\_\_\_ on the \_\_\_\_ day of June, 1999.

\_\_\_\_\_  
(Signature and seal of Notary)

My commission expires on \_\_\_\_\_

Signed sealed and delivered before me  
this 28th day of June, 1999:



**HOME ACCOUNT HOLDINGS, INC.**

By: [Signature]  
Name: William A. Pusey, Jr.  
Title: Asst. Secretary

This document has been subscribed, affirmed and sworn before me in the county of Santa Clara for the state of California on the 28th day of June, 1999.

[Signature]  
(Signature and seal of Notary)

My commission expires on July 11, 2000

FIRST DATA RESOURCES INC.

By:

Name: Jeffrey S. Rosenberg

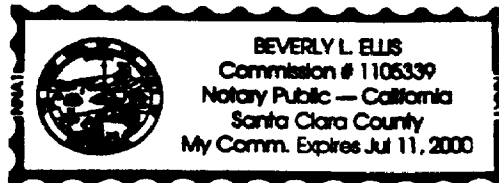
Title: Asst. Secretary

This document has been subscribed, affirmed and sworn before me in the county of Santa Clara for the state of California on the 28th day of June, 1999.

Beverly L. Ellis

(Signature and seal of Notary)

My commission expires on July 11, 2000



California Acknowledgment

State of California

County of Santa Clara

On June 28 1999, before me, Beverly L. Ellis

personally appeared William A. Pusey, Jr.

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Beverly L. Ellis

\*\*\*\*\*



Description of Attached Document

Title or Type of Document: Assignment

Document Date: June 28, 1999 Number of Pages: 3

Capacity(ies) Claimed by Signer(s)

Signer's Name: William A. Pusey, Jr.

Individual

Corporate Officer

Title(s): Asst. Secretary

Partner --  Limited  General

Attorney-in-Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Home Account Holdings, Inc.

California Acknowledgment

State of California

County of Santa Clara

On June 28 1999, before me, Beverly L. Ellis

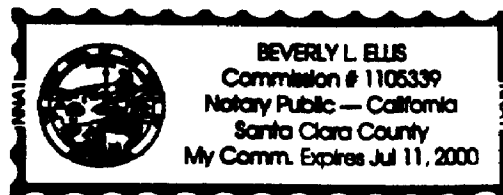
personally appeared Jeffrey S. Rosenberg

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Beverly L. Ellis

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Individual

Corporate Officer

Title(s): Asst. Secretary

Partner --  Limited  General

Attorney-in-Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing:

First Data Resources