

05-19-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5.4.00

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

Execution Date
Month Day Year

Name

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)
City State/Country Zip Code

- 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

FOR OFFICE USE ONLY

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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, 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: 002075 FRAME: 0511

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,066,797"/>	<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"/>	<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.

Steven C. Sereboff

4-28-00

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT-AUTOPAY

This Trademark Assignment ("Assignment") is effective as of February 3, 1999 ("Effective Date") by and between Subscriber Computing, Inc., a Delaware corporation ("ASSIGNOR") and Wireless Billing Systems, a California corporation ("ASSIGNEE"), with reference to the following facts.

WHEREAS, ASSIGNOR and ASSIGNEE are parties to that certain Asset Purchase Agreement, dated as of the date hereof ("Asset Purchase Agreement").

WHEREAS, ASSIGNOR owns all rights, title and interest as ASSIGNOR may possess in and to the Trademark throughout the world.

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title and interest in and to the Trademark (as defined below) throughout the world; and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR makes the following assignment:

1. DEFINITION. "Trademark" means the trademark AUTOPAY[®] and all trademark registrations and applications for the trademark AUTOPAY[®] (including United States Trademark Registration No. 2,066,797) and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world.

2. ASSIGNMENT.

a. ASSIGNOR hereby assigns and sells to ASSIGNEE all of ASSIGNOR's rights, title and interest in and to the Trademark throughout the world, together with the goodwill symbolized by said Trademark; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in ASSIGNOR's favor for infringement of the aforesaid rights, to have and to hold the same unto ASSIGNEE, its successors and assigns, for and during the existence of the rights and all renewals thereof.

b. At any time, and from time to time hereafter, ASSIGNOR shall forthwith, upon ASSIGNEE's written request, take any and all steps to execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in ASSIGNEE and to facilitate ASSIGNEE's enjoyment and enforcement of said rights and causes of action.


c. ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in

ASSIGNEE or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademark that may have accrued in ASSIGNOR's favor from the respective date of first use of the Trademark to the Effective Date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

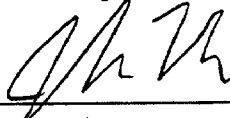
3. MISCELLANEOUS. The waiver by either party of any breach of this Assignment or any right hereunder shall not constitute a waiver of any subsequent breach of this Assignment; nor shall any delay by either party to exercise any right under this Assignment operate as a waiver of any such right. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. Headings and captions are for convenience only and are not to be used in the interpretation of this Assignment. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States America without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date first set forth above.

SUBSCRIBER COMPUTING, INC.,
a Delaware corporation

By: 
John Scott, Vice President

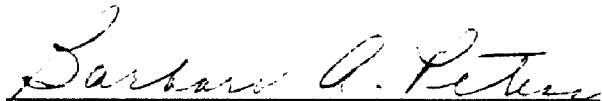
WIRELESS BILLING SYSTEMS,
a California corporation

By: 
Name: JOHN FALTES
Its: PRESIDENT

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

On February 3, 1999, before me, BARBARA A. PETERS, personally appeared JOHN SCOTT personally known to me (or proved to me on the basis of satisfactory evidence) to be the person[s] whose name[s] [is or are] subscribed to the within instrument, and acknowledged to me that [he or she or they] executed the same in [his or her or their] authorized [capacity or capacities], and that by [his or her or their] signature[s] on the instrument the persons[s], or the entity upon behalf of which the person[s] acted, executed the instrument.

WITNESS my hand and official seal.


[Signature of Notary Public]

