

TRADEMARKS ONLY



TRADEMARKS ONLY

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1. Name of Party(ies) conveying an interest:

INNOVENTRY CORP.

Entity:

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

3. Interest Conveyed:

- Assignment Change of Name
- Security Agreement Merger
- Other

Execution Date

July 24, 2000

2. Name and Address of Party(ies) receiving an interest:

Name: WELLS FARGO BANK, N.A.

Address: 420 Montgomery Street, 9th Floor
San Francisco, California 94104

Entity:

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

Citizenship: California

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

75/884,428 75/640,060 75/884,437 75/884,435
75/652,406 75/709,857 75/884,436 75/884,439
75/652,407 75/709,856 75/884,434 76/033,466
75/640,059 75/884,433 75/884,438 76/033,465

B. Trademark Registration No.(s)

5. Please mail documents back to:

Calendar/Docketing Dept.
Pillsbury Madison & Sutro LLP
Post Office Box 7880
San Francisco, CA 94120

6. Number of applications and registrations involved: 16

7. Amount of fee enclosed: \$ 415.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 05741-000-0045/CAT/RLT.

DO NOT USE THIS SPACE

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.

09/13/2000 BNSUYEN 00000313 75884428

01 FC:481 40.00 OP
02 FC:482 375.00 OP

Cydney Tune

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)	5
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Attorney: Cydney A. Tune
Date: August 11, 2000
Atty/Sec: _____

Tel: (415) 983-6443
Fax: (415) 983-1200

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

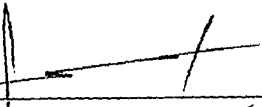
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, INNOVENTRY CORP. , a Delaware corporation (the "Grantor") with principal offices at 534 Fourth Street, San Francisco, CA 94107, hereby assigns and grants to Wells Fargo Bank, N.A., as Secured Creditor, with principal offices at 420 Montgomery Street, 9th Floor, San Francisco, California 94104 (the "Secured Creditor"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the obligations of the Grantor, as set forth in the Security Agreement between the Grantor and the Secured Creditor, dated as of June 9, 2000 (as amended from time to time, the "Security Agreement"). After the Obligations (as defined in the Security Agreement) have been paid in full, the Secured Creditor shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Secured Creditor under the Security Agreement. The rights and remedies of the Secured Creditor with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 24th day of July, 2000.

INNOVENTRY CORP., Grantor

By 
Name: Gregory E. Lichtenwalter
Title: Executive Vice President

WELLS FARGO BANK, N.A.,
as Secured Creditor

By Rupert Desautay, Jr.
Name: RUPERT DESAUTAY, JR.
Title: VICE PRESIDENT

LIST OF INTELLECTUAL PROPERTY

A. Trademarks

8. RPM and design.	App. No. 75/884,428	Filed Dec. 29, 1999	Class 9
9. InnoVentry	App.No. 75/652,406	Filed March 2, 1999	Class 9
10. InnoVentry	App. No. 75/652,407	Filed March 2, 1999	Class 36
12. Monetra	App. No. 75/640,059	Filed Feb. 12, 1999	Class 9
13. Monetra	App.No. 75/640,060	Filed Feb. 12, 1999	Class 36
14. RPM	App.No. 75/709,857	Filed May 20, 1999	Class 9
15. RPM	App. No. 75/709,856	Filed May 20, 1999	Class 36
16. Impli	App. No. 75/884,433	Filed Dec. 29, 1999	Class 9
17. Impli	App.No. 75/884,437	Filed Dec. 29, 1999	Class 41
18. Impli.com	App.No. 75/884,436	Filed Dec. 29, 1999	Class 9
19. Impli.com	App. No. 75/884,434	Filed Dec. 29, 1999	Class 41
20. Impli Media	App. No. 75/884,438	Filed Dec. 29, 1999	Class 9
21. Impli Media	App. No. 75/884,435	Filed Dec. 29, 1999	Class 41
22. Authentensity	App. No. 75/884,439	Filed Dec. 29, 1999	Class 41
23. impli (stylized)	App. No. 76/033,466	Filed Feb. 16, 2000	Class 9
24. impli (stylized)	App. No. 76/033,465	Filed Feb. 16, 2000	Class 41

B. Trade Secrets
None

C. Patents

Title	Serial No.	Filing Date	Patent #	Issue Date
Automatic check cashing using biometric identification verification (As amended)	08/854,326	5/12/97		
Check Cashing	09/514,570	2/28/00		
Automatic check cashing using biometric identification verification (As amended)	09/397,591	9/16/99		
Check Cashing	60/036,923	2/6/97		
Method and apparatus for automatic check cashing (as amended)	08/854,321	5/12/97		

Error! Unknown document property name.

Cardless automated teller transactions	09/528,411	3/17/200		
Method and apparatus for automatic check cashing (as amended)	09/340,610	6/28/99		
Method and apparatus for automatic check cashing (as amended)	09/398,255	9/17/99		
Biometric check verification system	PCT/US98/02 017	2/6/98	WO 98/35298	8/13/98
Cardless automated teller transactions	08/951,540	10/16/97	6,045,039	4/4/00
Pinless cash advances	09/104,702	6/25/98		
Pinless cash advances	2,276,017	6/23/99		
Pinless cash advances	GB9914847.0	6/24/99		
Pinless cash advances	996053	6/25/99		
Cardless automated teller transactions	09/514,574	2/28/00		

D. Copyrights
None