

09-21-2000



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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
Execution Date
Month Day Year

Name OneCard.com 3/21/00

Formerly _____ 75835584

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Nevada

Receiving Party

Mark if additional names of receiving parties attached

Name OCC Technologies, Inc.

(DBA)AKA/TA OneCard

Composed of _____

Address (line 1) 823 Congress Avenue

Address (line 2) Suite 615

Address (line 3) Austin Texas/USA 78701
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 Delaware

FOR OFFICE USE ONLY

09/20/2000 NTHA11 00000377 75835584

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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)

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.

Dwayne K. Goetzel, Atty for OCC
Name of Person Signing Technologies

Signature

9-5-00

Date Signed

ACKNOWLEDGEMENT

Executed on this 21st day of March, 2000, by and among OneCard.com, a company organized under the laws of the state of Nevada, (the "Company") duly represented by Andy Lam, and OCC Technologies, Inc., a company organized under the laws of Delaware, duly represented by Andy Lam, pursuant to a resolution of its Board of Directors dated March 13, 2000 ("OCC Technologies").

1. **Purpose.** Company might have developed a business plan, conducted development tasks and services in connection with the business of OCC Technologies ("Services"). Company and OCC Technologies have decided to define and acknowledge the ownership of the following assets:

(A) all tangible and intangible items, made, conceived or reduced to practice, in whole or in part, by Company in connection with the Services including, without limitation, any business plan, all object code and Source Code and any associated ideas, inventions (whether patentable or not), designs, designations, information, know-how, notes, memoranda, documentation, works of authorship, and copyrighted materials (collectively, "Developed Technology"); and,

(B) all then current and future worldwide patent rights, utility models, copyrights, mask work rights, trade secrets, trademarks, data lease rights, and all other intellectual and industrial property rights throughout the world, if any, (including, without limitation, all applications and registrations with respect thereto) constituting, embodied in or pertaining to any of the Developed Technology (collectively, the "Intellectual Property Rights concerning the Developed Technology").

2. **Ownership Of Developed Technology and Intellectual Property Rights Concerning The Developed Technology**

Company acknowledges and represents the following to OCC Technologies.

(A) Company acknowledges and recognizes that the Developed Technology and Intellectual Property Rights concerning the Developed Technology is owned solely by OCC Technologies and Company assigns to OCC Technologies all right, title, and interest in and to Developed Technology and Intellectual Property Rights. The foregoing includes all right, title and interest in and to the Developed Technology and Intellectual Property Rights concerning the Developed Technology, in perpetuity, free and clear of any and all rights of third parties and the Company. The ownership is (i) valid and enforceable against Company and third parties, and (ii) hereby ratified.

(B) Without limiting the generality of the foregoing, Company (i) has irrevocably waived (and, if otherwise, by this document will have waived), purely, simply and unconditionally, any and all moral rights in and to the Developed Technology, including any right to identification of authorship or limitation on subsequent modification, that Company, its employees, agents or

consultants may have had in the Developed Technology. The waiver is (i) valid and enforceable against Company and third parties, and (ii) hereby ratified. Company also declares, purely, simply and unconditionally, that none of its employees, agents or consultants have or have had any moral rights in and to the Developed Technology, including any right to identification of authorship or limitation on subsequent modification.

(C) Company agrees that it shall not, directly or indirectly or at any time, apply for, register, obtain control or ownership of, or attempt to obtain control or ownership of, or interfere with the Developed Technology or the Intellectual Property Rights concerning the Developed Technology, or assist any third party in doing so or attempting to do so. Company agrees that to do so would be in derogation of this Acknowledgement.

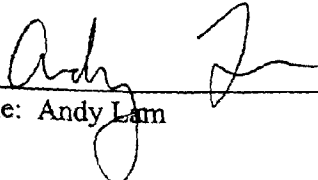
(D) Company (i) agrees to execute such documents, render such assistance, and take such action as OCC Technologies may reasonably request, at the expense of OCC Technologies, to apply for, register, perfect, confirm and protect OCC Technologies' ownership and rights in and to the Developed Technology and Intellectual Property Rights concerning the Developed Technology and (ii) irrevocably designates and appoints OCC Technologies and its duly authorized officers and agents as their agents and attorneys-in-fact to act in its behalf and instead of Company to execute and file any such document, and to do all other lawfully permitted acts, to further prosecution and issuance of Intellectual Property Rights concerning the Developed Technology with the same force and legal effect as if executed by Company. This power of attorney shall be deemed coupled with an interest and shall be irrevocable.

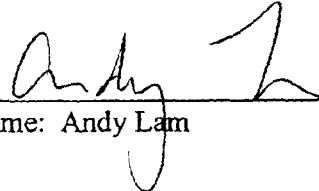
3. Governing Law

All matters in connection with the interpretation, validity and enforcement of this instrument will be governed by the laws of the State of Delaware.

OneCard.com,
a Nevada corporation

OCC Technologies, Inc.
a Delaware corporation


Name: Andy Lam


Name: Andy Lam