

12-01-2000



REC 101534010 ET

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached document(s) or copy(ies).

Submission Type

- New 11-6-00
- 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
- Merger Effective Date
Month Day Year
06/22/00
- 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/AKATA

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

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

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)

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<input type="text" value="see schedule 'A'"/>	<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

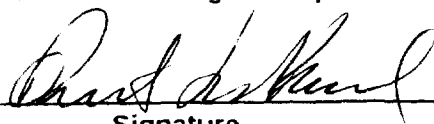
No

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.

Robert H. G. Lockwood

Name of Person Signing



Signature

11/6/00

Date Signed

ASSIGNMENT OF REGISTERED TRADEMARKS

SCHEDULE A – Scheduled Trademarks

1. TimeCorp, 167897, Class 9
2. TimeCorp, 1655799, Classes 41 & 42
3. Time Task Management, 2122503, Class 9
4. The Right People at the Right Place at the Right Time, 2048565, Class 9
5. Minuteman, 2058640, Class 9
6. Push Button Scheduler, 2202318, Class 9
7. LaborDay, 2105221, Class 9
8. TimeCorp, Classes 9 & 16, 2014649, December 1, 1995
9. Push Button Scheduler, Class 9, 2034509



ASSIGNMENT OF REGISTERED TRADEMARKS

11-06-2000

U.S. Patent & TMO/TM Mail RptDt: #26

THIS ASSIGNMENT OF REGISTERED TRADEMARKS (the "Assignment") is made as of the 22 day of June, 2000, by VERIFONE, INC., a Delaware corporation ("Assignor") having its principal offices at 4988 Great America Parkway, Santa Clara, CA 95054, to RADIANT SYSTEMS, INC., a Georgia corporation ("Assignee"), having its principal offices at 3925 Brookside Parkway, Alpharetta, Georgia 30022.

BACKGROUND

Assignor is the sole owner of United States Patent and Trademark Office and foreign registrations for the trademarks set forth on *Schedule "A"* attached hereto (collectively, the "Scheduled Trademarks"); provided, however, that the trademarks listed as items 1 through 6 on Schedule A hereto are registered with the U.S. Patent and Trademark Office in the name of TimeCorp Systems, Inc; and provided, further, the Items 8 and 9 on Schedule A hereto are registered with the United Kingdom Patent and Trademark Office in the name of TimeCorp Systems, Inc

AGREEMENT

NOW, THEREFORE, in partial consideration of the Purchase Price (as defined in that certain Asset Purchase Agreement, dated as of June 14, 2000, among Assignor, Assignee and the other parties thereto, as amended June 22, 2000 (the "Purchase Agreement") paid by Assignee to Assignor pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto Assignee all right, title and interest in, to and under the Scheduled Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, and all copyrights (including any common law and statutory rights and copyrights with respect to any photographs, drawings, processes, know-how, and the like which Assignor uses in connection with the Scheduled Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, licenses and sublicenses granted and obtained with respect thereto, and any and all other rights relating thereto (collectively, the "Rights").

2. Further Actions. From time to time after the date hereof, and without further consideration, Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee or its counsel may reasonably request, or as may be required by the U.S. Patent and Trademark Office, in order to (a) assist Assignee in its efforts to perfect and record Assignee's ownership of the Rights or (b) assist in the prosecution of any infringements thereof.

3. Counterparts. Each copy of this Assignment which Assignor signs to facilitate recording of the Assignee's interest in the Rights shall be deemed an original.

4. Successors, Etc. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

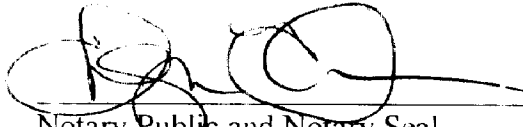
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR: VERIFONE, INC.

By: Ann O. Baskins
Ann O. Baskins, Chief Financial Officer and Secretary

STATE OF CALIFORNIA)
) SS
COUNTY OF SANTA CLARA)

On the 22 day of June, 2000, personally before me came Ann O. Baskins, to me personally known, who, being by me duly sworn, did depose and swear that he is the Chief Financial Officer and Secretary of VeriFone, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by like order on behalf of said corporation, intending that it be legally bound.



Notary Public and Notary Seal

My commission expires: 9-26-01

