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OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1.24.01

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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
12-08-2000

Conveying Party

Mark if additional names of conveying parties attached

Name Tracentrix, Inc. Execution Date
Month Day Year
12-08-2000

Formerly International Payments Corporation

75 87767

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

Receiving Party

Mark if additional names of receiving parties attached

Name Tracentrix, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 414 South 14th Street

Address (line 2) _____

Address (line 3) Omaha Nebraska 68102

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

01-29-2001 11:11 AM 00000133 75827767
40.00 DP

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: 002220 FRAME: 0689

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.

John Peterson

JL Peterson

1/18/01

Name of Person Signing

Signature

Date Signed

TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT ("Agreement") is made this 8th day of December, 2000, between Tracentrix, Inc., a corporation organized under the laws of the State of Nebraska, formerly known as International Payments Corporation, with its corporate domicile at 414 South 14th Street, Omaha, Nebraska 68102 ("the Assignor"), and Tracentrix, Inc., a corporation organized under the laws of the State of Delaware, with its corporate domicile at 414 South 14th Street, Omaha, Nebraska 68102 ("the Assignee").

WHEREAS, International Payments Corporation underwent a name change to Tracentrix, Inc. effective March 17, 2000.

WHEREAS, the Assignor has adopted and used in the United States the EasyPayPlus trademark (the "Trademark") and is the assignee of the application for federal trademark registration therefor, which such application bears the Serial Number 75827767 (the "Application").

WHEREAS, the Assignee wishes to acquire all of the Assignor's rights in and to the Trademark and the Application, together with any goodwill associated therewith.

WHEREAS, the Assignor is the assignee of all rights, title and interests in and to the entire computer software program code for the computer software program entitled EasyPayPlus, and is the assignee of all copyrights in same.

WHEREAS, the Assignee desires to acquire the entire copyright interest of the Assignor in such software.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ASSIGNMENT


- a) The Assignor hereby assigns, transfers and conveys to the Assignee all of Assignor's rights, title and interests in and to the Trademark and the Application, together with any goodwill associated therewith.
- b) The Assignor hereby assigns, transfers and conveys to the Assignee, all rights, title and interests in and to the entire program code for the EasyPayPlus computer software program, and in and to all copyrights therein (including but not limited to the copyright interests represented by the Certificate of Copyright Registration attached hereto), together with Assignor's right to secure renewals, reissues, and extensions of such copyrights, which interests and rights shall be held to the full end of the term for which such copyrights or renewals or extensions thereof is or may be granted.

- c) The Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be reasonably necessary to evidence or effectuate any of the foregoing.


GENERAL PROVISIONS

- a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous representations, understandings or other communications, either verbal or written, between the parties concerning such subject matter.
- b) This Agreement is freely assignable and transferable by the Assignee without any further compensation due or owing to the Assignor or any other person or entity.

TRANCENTRIX, INC., a Nebraska
corporation:

By 
Name John Petersson
Title Secretary

TRANCENTRIX, INC., a Delaware
corporation:

By 
Name John Petersson
Title Secretary