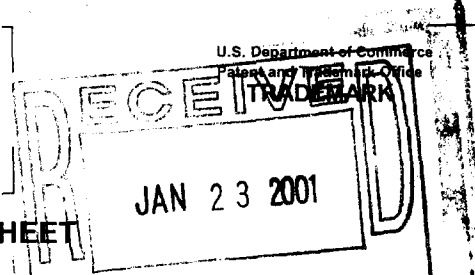


01-31-2001



101600022

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
- Merger
Effective Date
Month Day Year
- 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)

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

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.)

01/31/2001 DBYRNE 00000082 2218271

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01 FC:A81

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: 002226 FRAME: 0292

Domestic Representative Name and Address

Enter for the first Receiving Party only.

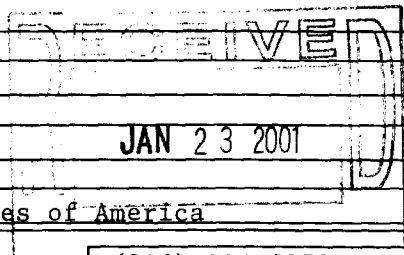
Name

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2218271"/>	<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 Number: #

(Enter for payment by deposit account or if additional fees can be charged to the account.)

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.

Bryan P. Stanley
Name of Person Signing

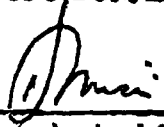
[Signature]
Signature

1/22/2001
Date Signed

TO: SPENCER FANE BRITT AND BROWNE, LLP
FROM: SLMSOFT.COM INC.
RE: APPOINTMENT OF DOMESTIC REPRESENTATIVE

SLMSoft.com Inc., a corporation incorporated pursuant to the Province of Ontario, hereby appoints Bryan P. Stanley of Spencer Fane Britt and Browne LLP as its Domestic Representative to record on SLMSoft.com Inc.'s behalf any and all documents relating to any Patents and/or Trademarks with the United States Patent and Trademark Office.

SLM SOFT.COM INC.

Per: 
Authorized Signing Officer

BUSINESS LAW1740073_1

TRADEMARK ASSIGNMENT AND LICENSE

This TRADEMARK ASSIGNMENT AND LICENSE is made as of January 4, 2001, by and between SLMsoft.com Inc., an Ontario corporation having its principal offices located at 1 Yorkdale Road, Suite 600, Toronto, Ontario, M6A 3A1 (herein, "Assignor") and The InterCept Group, Inc., a Georgia corporation having its principal place of business at 3150 Holcomb Bridge Road, Suite 200, Norcross, Georgia 30071 (herein, "Assignee").

Assignor and Assignee have entered into a software agreement executed on even date (herein, the "Agreement") whereby Assignee has obtained joint ownership rights to certain goods marketed under the mark listed below (herein, the "Registered Mark"), such goods including computer program and related documentation and intangible rights as defined in the Agreement (herein collectively referred to as the "Program"), and has exclusive rights to exploit the Program in the United States subject to certain conditions set forth in the Agreement. Accordingly, Assignor now desires to assign to Assignee all Assignor's right, title, and interest in and to the Registered Mark, and any other marks or symbols applicable to the Program, in the United States together with all Assignor's good will associated therewith in the United States symbolized thereby. Furthermore, Assignee desires to grant a license to Assignor for use of such rights within the scope of the Agreement.

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

1. **The Registered Mark.** The Registered Mark being assigned by Assignor to Assignee in the United States hereunder (together with all associated goodwill), and a United States registration therefor, are as identified below:

<u>Mark</u>	<u>Ser. No.</u>	<u>Reg. No.</u>	<u>Reg. Date.</u>
MICROSOLV	75297041	2218271	January 19, 1999

2. **Assignment.** Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the Registered Mark in the United States, and in and to any rights in the United States to any word, symbol or combination thereof that distinguishes the Program (including any rights of Assignor in the mark SOLV) and to any packaging or product configuration that distinguishes the Program (collectively, the "Other Rights"), as well as to any and all rights to any United States registrations therefor or applications for registrations therefor which may now or hereafter exist, together with all of Assignor's good will associated therewith in the United States symbolized thereby.

3. **Other Actions.** Assignor agrees to execute and deliver all instruments and documents and

to do all other reasonable acts appropriate to perfect in Assignee clear title to the Registered Mark and the Other Rights transferred hereunder.

4. Additional Rights. In addition, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of the ownership rights of the Registered Mark or Other Rights assigned hereunder, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense. With respect to such actions, Assignee is authorized to communicate with the United States Patent and Trademark Office, and the United States Patent and Trademark Office is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Trademark Assignment and License had not been made and such item had been received from Assignor.

5. License. Assignee hereby grants to Assignor (subject to the covenants and restrictions set forth herein) a non-exclusive right and license to use, within the United States, the Registered Mark and the Other Rights. With respect to the Registered Mark, this license shall apply only to the exploitation of the goods and/or services (including enhancements and modifications to applicable software programs) covered by the specific registrations and registration applications of the Registered Mark as part of Assignor's exploitation of the Program as permitted in the Agreement. With respect to the Other Rights, this license shall apply only as part of Assignor's exploitation of the Program as permitted in the Agreement. This right shall not include the right to sublicense the Registered Mark or any of the Other Rights.

5.1 Protection Assignor agrees that it will not, directly or indirectly, do anything or cooperate with or assist any person in doing anything that is inconsistent with the sole and exclusive ownership by Assignee of the Registered Mark or the Other Rights in the United States, including (without limitation) any registration or attempted registration in the United States of the Registered Mark or any mark within the Other Rights or the use, registration or attempted registration in the United States of any term, symbol or configuration confusingly similar with the Mark or the Other Rights. Assignor agrees that nothing in this license shall give Assignor any right, title, or interest in the United States in the Registered Mark or the Other Rights except as a licensee. It is specifically acknowledged that all use of the Registered Mark or the Other Rights by Assignor in the United States shall inure solely to the benefit of Assignee. Assignor agrees that it will not, directly or indirectly, contest or cooperate or assist any third party in contesting (to any extent and in any degree) the title of Assignee to the Registered Mark or the Other Rights.

5.2 Quality Control Assignor agrees that it will adopt and follow standards to assure good and consistent quality of all goods and/or services developed, advertised, licensed,

maintained, distributed, and sold by Assignor in connection with the Registered Mark and the Other Rights, and Assignor agrees, from time to time, to furnish to Assignee, at its request, reasonable evidence of such practice. Assignor shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to its exploitation of the goods and/or services covered by this license.

5.3 Term The license granted by this Trademark Assignment and License shall commence on the date first above-written and shall continue until terminated as permitted in this Section 5.3. Either party may terminate the license of this agreement if the other party breaches a material term of this Trademark Assignment and License and the breach continues unabated for a period of thirty (30) days after the giving of written notice of the breach by the other party. The foregoing notwithstanding, the license hereunder will terminate in the event of the bankruptcy or judicial or administrative declaration of insolvency of Assignor or in the event of government expropriation of any assets of Assignor which relate to Assignor's use of the Registered Mark or Other Rights as contemplated by the license hereunder.

5.4 Recordation Assignor is hereby authorized to have the license granted by this Trademark Assignment and License recorded with the United States Patent and Trademark Office. In that connection, Assignee agrees to execute such documents or instruments as Assignor or its counsel may reasonably require in order to achieve such recordation.

5.5 Infringement Assignee may, to the extent it deems reasonable or appropriate, in its judgment, seek to prosecute or enjoin any infringement or interference by third parties with respect to the Registered Mark or the Other Rights. Assignee will be solely entitled to determine and carry out, in its discretion, the course of action, if any, that may be appropriate for responding to such instances of infringement or interference, and in that regard, Assignee will have no obligation to Assignor regarding its decision whether to take action or regarding any course of action Assignor may recommend. If Assignee declines to take such action with respect to instances of infringement or interference in the United States, then Assignor will have the right to enforce common law rights, and/or rights arising under Section 43(a) of the Lanham Act infringed by such instances, except that Assignor's ability to pursue an action will not survive assignment of Assignor's entire assets or its entire interest in the Program to a third party. To the extent necessary, Assignee shall consent to being treated as the named party in any such litigation or prosecution, but only where necessary for an action against an infringer or alleged infringer cannot otherwise be maintained. Where Assignee is named as a party as a convenience to Assignor in any such litigation or prosecution of any infringer or alleged infringer in which Assignee chooses not to participate actively, Assignor agrees to indemnify and hold Assignee harmless from any loss, cost, or damage (including attorney's fees) arising out of such litigation or prosecution.

5.6 Enforcement of Rights Outside the United States Should Assignor attempt to enforce rights, outside the United States, in the mark set forth in paragraph 1 above under Article 6 *bis* of the Paris Convention, or under appropriate corresponding national statute or

regulation, Assignee agrees to cooperate with Assignor as reasonably necessary to pursue any such action, at Assignor's expense. Assignee furthermore consents to being treated as a named party in any such action and gives Assignor power of attorney solely to act on Assignee's behalf therein. In any such action, Assignor agrees to indemnify and hold Assignee harmless from any loss, cost, or damage (including attorney's fees) arising out of such action.

6. **General.** The following provisions shall apply to this Agreement:

6.1 **Entire Agreement** This Trademark Assignment and License, and the Agreement referenced herein, constitute the entire agreement between the parties concerning the subject matter hereof. This Trademark Assignment and License may not be modified except by written instrument executed by duly authorized officers of both parties.

6.2 **Governing Law** This Trademark Assignment and License and the license granted hereunder shall be governed by and construed in accordance with the substantive laws of the state of Georgia, without regard to its conflicts of laws principles.

6.3 **Severability** If any provision hereof is determined by any court of competent jurisdiction to be void, invalid, or unenforceable, the offending provision shall be deemed stricken, and the remainder of this Trademark Assignment and License shall continue in full force and effect as if the offending provision had never been contained herein. The breach or termination of this Trademark Assignment and License shall not affect or impair the Agreement.

6.4 **Counterparts** This Trademark Assignment and License may be executed in any number of counterparts, but all of such counterparts shall constitute only one agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment and License the day and year first above written.

SLMSOFT.COM INC.

By Dev Misir

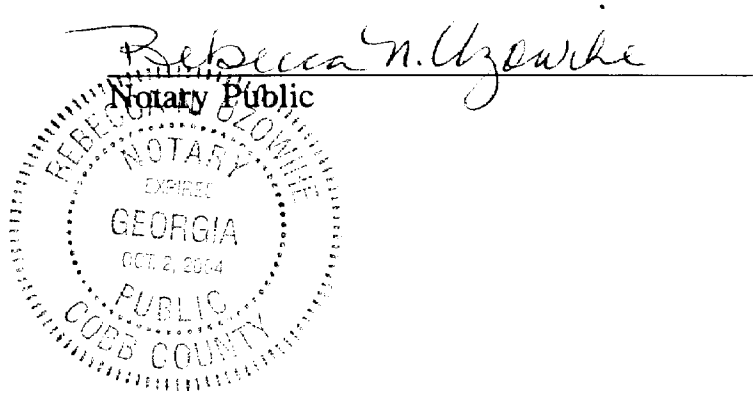
Title EVP

I, the undersigned, a Notary Public, certify that Dev Misir, having appeared before me and having been first duly sworn, executed the Trademark Assignment and License, on this 4th day of January, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires:

October 2, 2004



By Scott Meyerhoff

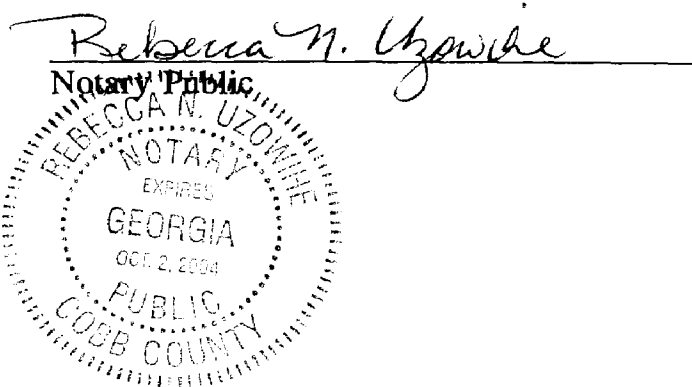
Title CFO

I, the undersigned, a Notary Public, certify that Scott Meyerhoff, having appeared before me and having been first duly sworn, executed the Trademark Assignment and License, on this 4th day of January, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires:

October 2, 2004



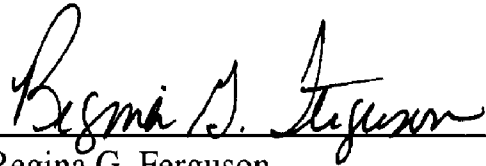
CERTIFICATE OF MAILING BY EXPRESS MAIL

EXPRESS MAIL LABEL NO: **EL 422684223 US**

DATE OF DEPOSIT: **January 22, 2001**

I certify that this paper or fee is being deposited with the U.S. Postal Service "Express Mail" service under 37 CFR § 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

Respectfully submitted,



Regina G. Ferguson

Spencer Fane Britt & Browne LLP

1000 Walnut St., Suite 1400

Kansas City, Missouri 64106-2140

Telephone: 816-292-8338

Fax: 816-474-3216

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