

02-26-2001



2-16-01

101620182

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Meca Software, L.L.C.

2. Name and address of receiving party(ies):
NAME: Netzee, Inc.

FEB 16 2001

ADDRESS: 6190 Powers Ferry Road

- Individual
- General Partnership
- Corporation, State of Oregon
- Other Limited Liability Company

CITY: Atlanta STATE: Georgia ZIP 30339

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Georgia
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 10, 2000

4(a). Trademark Application No.(s): 74/504,666

4(b). Trademark Registration No.(s):
U.S. Registration No. 1,855,088
U.S. Registration No. 1,309,777
U.S. Registration No. 1,977,194
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name Lisa M. Cobern, Esq.

Address: SUTHERLAND ASBILL & BRENNAN LLP
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) enclosed: \$ 390.00

DO NOT USE THIS SPACE

8. 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.

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an addressed to: Box Assignments, Commissioner of Patents & Trademarks, Washington, DC 20231, on the date given below.

Lisa M. Cobern
Name of Person Signing

Date: February 13, 2001

Attorney Docket No. 16012-0000

Total number of pages including cover sheet: 6

Signature

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

02/23/2001 6TOM11 00000088 1855088

01 FC:481
02 F&E:4825663.1

40.00 OP
350.00 OP

Additional Trademark Registration Nos.

U.S. Registration No.	2,032,667
U.S. Registration No.	1,332,652
U.S. Registration No.	1,914,583
U.S. Registration No.	2,089,600
U.S. Registration No.	2,020,732
U.S. Registration No.	1,261,563
U.S. Registration No.	1,312,113
U.S. Registration No.	2,020,736
U.S. Registration No.	1,821,972
U.S. Registration No.	1,997,491
U.S. Registration No.	1,947,492

TRADEMARK ASSIGNMENT

WHEREAS, Meca Software, L.L.C., a Delaware limited liability company ("Assignor"), has adopted and is using the trademarks described in Schedule A and for which said Assignor has obtained registrations in the United States Patent and Trademark Office or such other government office of the applicable foreign nation as may be indicated in the attached Schedule A, and/or for which Assignor has acquired rights under state law and/or common law; and

WHEREAS, Netzee, Inc., a Georgia corporation ("Assignee") is desirous of acquiring said trademarks and said registrations therefor, along with any and all rights associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title, and interest in and to the trademarks, the registrations thereof listed on Schedule A hereto, any and all rights associates therewith together with the good will of the business symbolized by the trademarks.

Assignor further assigns to Assignee, its successors and assigns, all claims for damages by reason of infringement prior to this Trademark Assignment of said trademarks, of the registrations thereof and of all rights associated therewith, with the right to sue for damages arising out of such claims, and collect the same for its own use and benefit, and for the use and benefit of its successors, assignees, or other legal representatives; provided, however, that promptly upon collection of any such damages, Assignee will pay all such amounts to Assignor, less Assignee's reasonable costs and expenses incurred in collection thereof.

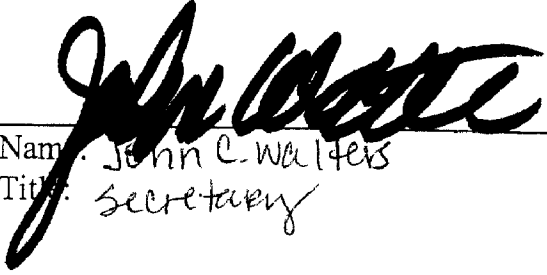
Assignor hereby authorizes and requests the Commissioner of the United States Patent

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and Trademark Office to record this Trademark Assignment in the name of Assignee, as appropriate.

Assignor hereby warrants that it is not the owner or registrant of any other marks or symbols that are confusingly similar to the trademarks assigned herein. Assignor further agrees that it shall not use or register any other marks or symbols that are confusingly similar to the trademarks assigned herein. Applicant also agrees that it will not register or use any domain name that incorporates any of the trademarks assigned herein, nor any words, marks, or symbols that are confusingly similar thereto.

Assignor hereby warrants that to the Best Knowledge of Assignor (as that term is defined, with reference to "Company," in the Asset Purchase Agreement between the parties of even date herewith) there is no other party that is using or has registered a mark or symbol that is confusingly similar to the trademarks assigned herein. Assignor further agrees to assist Assignee, to the extent possible and reasonable and at Assignee's expense, in resolving any conflicts with any other party regarding the trademarks assigned herein, the registrations thereof and any and all rights associated therewith.

By: 
Name: John C. Walters
Title: Secretary

Dated: November ~~8~~¹⁰, 2000

Witnessed by:

Katherine A Lydon

Date: 11-~~8~~¹⁰-2000

Darshanatt Sheel

Date: 11/~~8~~¹⁰/00

**SCHEDULE A
TRADMARKS ASSIGNED**

SCHEDULE A

Trademarks

Mark	Country	Serial Number	Reg. Number	Reg. Date
Andrew Tobias' Financial Advisor	U.S.	74-210746	1855088	09/20/94
Basic Building Blocks	U.S.	73-429777	1309777	12/18/84
Home Suite Home	U.S.	74-516148	1977194	05/28/96
Financial Snapshot	U.S.	74-577530	2032667	01/21/97
L'Argentier	Canada	0797830	504401	11/20/98
Managing Your Money	Canada	0797829	472482	3/12/97
Managing Your Money	U.S.	73-445304	1332652	04/23/85
Managing Your Money	U.S.	74-322339	1914583	08/29/95
Managing Your Money Plus	U.S.	74-646482	2089600	08/19/97
Meca	Canada	0797827	466180	11/21/96
Meca	U.S.	75-027104	2020732	12/03/96
Meca	U.S.	73-377869	1261563	12/20/83
Meca	U.S.	73-435208	1312113	01/01/85
MoneyScape	Canada	0804324	508153	02/18/99
MYM	Canada	0797826	466181	11/21/96
MYM	U.S.	75-027229	2020736	12/03/96
MYMIC	U.S.	74-190513	1821972	02/15/94
Personal Attorney	U.S.	74-568319	1997491	08/27/96
Smartfill	U.S.	74-504666	None	None
Smartdesk	U.S.	74-504758	1947492	01/09/96