

ORIGINAL

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03-02-2001



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February 7, 2001

VIA MESSENGER

BOX ASSIGNMENTS, CG-4
Assignment Division
U.S. Patent and Trademark Office
1213 Jefferson Davis Highway, Suite 320
Arlington, Virginia 22202

RECEIVED
2001 FEB -7 PM 3:04
ASSIGNMENT SERVICES
DIVISION

Re: First Data Financial Services, L.L.C.
Exchange Agreement
Our File No. 34250.0401

Dear Sir or Madam:

This letter includes all information as required by Trademark Manual of Examining Procedure § 503.05(d) for cover sheet requirements under 37 C.F.R. § 3.31 for recordation of trademarks. Please record the enclosed redacted excerpts from the Exchange Agreement dated January 17, 1998 pertaining to Intellectual Property transferred under the Agreement, as set forth in paragraph 4 below:

- 1) Name of conveying party: Comdata Network, Inc.
- 2) Name and address of receiving party:

First Data Financial Services, L.L.C. (a Delaware corporation)
6200 S. Quebec Street
Englewood, Colorado 80111

- 3) Nature of conveyance: Assignment of Trademark Registration via Exchange Agreement
- 4) Please record this document against U.S. trademark Registration No. 1,578,102 for QUIK CASH.

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Atlanta ■ Austin ■ New York ■ Tallahassee ■ Washington, DC

TRADEMARK
REEL: 002242 FRAME: 0733

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

Elisabeth A. Langworthy, Esquire
Sutherland Asbill & Brennan LLP
1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2415

- 6) Total number of trademark registrations against which to record the Exchange Agreement: 1 (one).
- 7) Total fee enclosed: \$40.00
- 8) If the enclosed payment is insufficient, please draw the deficiency from our Deposit Account No. 19-5029. A duplicate copy of this letter is enclosed for charging purposes.
- 9) Total number of pages to be recorded: 8.
- 10) To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy of the document is a true copy of the document.

Respectfully submitted,

SUTHERLAND ASBILL & BRENNAN LLP

By: Elisabeth A. Langworthy
Elisabeth A. Langworthy

Enclosures

EXCHANGE AGREEMENT

EXCHANGE AGREEMENT, dated as of January 17, 1998 (this "Agreement"), among First Data Corporation, a Delaware corporation ("FDC"), Integrated Payment Systems Inc., a Delaware corporation and a wholly owned subsidiary of FDC ("IPS"), NTS, Inc., a Maryland corporation and wholly owned subsidiary of IPS ("NTS"), First Data Financial Services, L.L.C., a Delaware limited liability company and wholly-owned subsidiary of IPS ("FDFS"), Ceridian Corporation, a Delaware corporation ("Ceridian"), Comdata Network, Inc., a Maryland corporation and an indirect, wholly owned subsidiary of Ceridian ("Comdata"), and Permicom Permits Services, Inc., an Ontario corporation and wholly owned subsidiary of Comdata ("Permicom").

WITNESSETH:

WHEREAS, Comdata, through its Gaming Services Division, is engaged in the Gaming Business, as hereinafter defined;

WHEREAS, NTS is engaged in the NTS Business, as hereinafter defined;

WHEREAS, pursuant to this Agreement, NTS is conveying the NTS Business (except the NT Canada Shares which NTS is conveying to Permicom) and a specified amount of cash to Comdata in exchange for the Gaming Business; and

WHEREAS, NTS' rights to receive the Gaming Business pursuant to this Agreement have been transferred to FDFS (by a distribution from NTS to IPS and IPS' subsequent contribution of such rights to FDFS).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed among FDC, IPS, NTS, FDFS, Ceridian, Comdata and Permicom as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

"Actively Employed" shall mean any employee who (i) is actually performing services on the Closing Date; (ii) is on company-approved vacation or other company-approved absence of less than 14 day duration; or (ii) is on Statutorily Protected Leave.

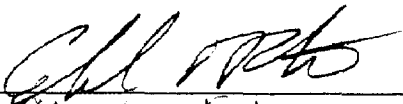
5.14. Personal Property Leases.

5.15. Intellectual Property; Software. (a) Schedule 5.15(A) contains a list and description (showing in each case any product, device, process, service, business or publication covered thereby, the registered or other owner, expiration date and number, if any) of all Copyrights, Patent Rights and Trademarks owned by, licensed to or used by Comdata or the Gaming Subsidiary in connection with the conduct of the Gaming Business.

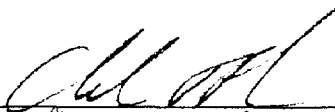
(e) Except as disclosed in Schedule 5.15(E): (i) all Copyrights, Patent Rights and Trademarks, including registrations therefor, identified in Schedule 5.15(A) as being owned by Comdata or the Gaming Subsidiary are valid and in force, and all patent applications with respect to Patent Rights and all applications to register any unregistered Copyrights and Trademarks so identified are pending and in good standing, all without challenge of any kind; (ii) the Intellectual Property owned by Comdata or the Gaming Subsidiary and included in the Purchased Gaming Assets is valid and enforceable; (iii) Comdata or the Gaming Subsidiary has the sole and exclusive right to bring actions for infringement or unauthorized use of the Intellectual Property and Software owned by Comdata or the Gaming Subsidiary and included in the Purchased Gaming Assets, and to the knowledge of Comdata or the Gaming Subsidiary, there is no basis for any such

ACCORDINGLY, the parties hereto have caused this Agreement to be executed the day and year first above written.


FIRST DATA CORPORATION


By Charles Fote
Its Executive Vice President


INTEGRATED PAYMENT SYSTEMS INC.


By Charles Fote
Its Authorized Representative

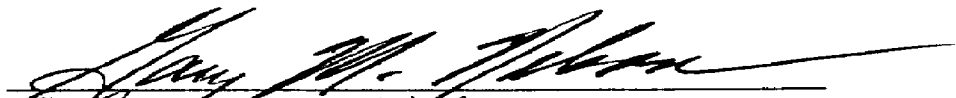
NTS, INC.


By Charles Fote
Its Authorized Representative

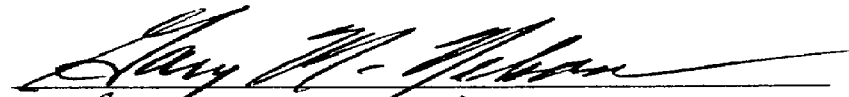
FIRST DATA FINANCIAL SERVICES, L.L.C.


By Charles Fote
Its Authorized Representative


CERIDIAN CORPORATION


By Gary M. Nelson
Its Vice President

COMDATA NETWORK, INC.


By Gary M. Nelson
Its Vice President

PERMICOM PERMITS SERVICES, INC.


By Gary M. Nelson
Its Vice President

Gaming Intellectual Property

The following are the Copyrights, Patent Rights and Trademarks owned by or licensed to, and used by Comdata or the Gaming Subsidiary in connection with the conduct of the Gaming Business:

Trademarks and Service Marks

8.

9. QUIK CASH

Registered service mark, Reg. No. 1,578,102, Int. Cl. 36, Prior U.S. Cl. 102, registered January 16, 1990, for: "providing cash advances on credit card balances to customers at gaming and wagering establishments and to the trucking industry, by means of an electronic telecommunications network.

Copyrights

The foregoing intellectual property rights are to be included as Purchased Gaming Assets for purposes of the transaction contemplated by this Agreement. In addition to the above referenced intellectual property rights, Comdata owns or licenses and uses certain other intellectual property rights in connection with its other businesses as well as with the Gaming Business, such as the name Comdata and logo and the service mark Comchek® , and such other intellectual property rights are not included within the Purchased Gaming Assets or in any way in the transaction contemplated by this Agreement.