

03-23-2001



101646640

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

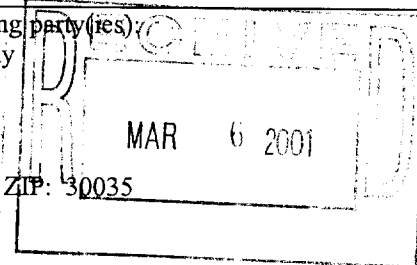
1. Name of conveying party(ies):
Netzee, Inc.

3.6.01

2. Name and address of receiving party(ies):
Name: John H. Harland Company

Address: 2939 Miller Road

City: Decatur State: Georgia ZIP: 30035



- Individual
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 10, 2000

4(a). Trademark Application No.(s): 75/902,719 and 74/402,778

4(b). Trademark Registration No.(s): 1,918,991; 2,155,235; 1,672,497; 2,218,129; and 2,220,448

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.

7. Total fee (37 CFR 3.41) enclosed: \$190.00

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

[Handwritten Signature]
Signature

Date: 3-01-01

Total number of pages including cover sheet: 22

Attorney Docket No. 34250-0517

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

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

03/22/2001 DIAZ1 00000065 74402778

01 FC:481
02 FC:482 5096.1

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TRADEMARK
REEL: 002256 FRAME: 0561

**TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of November 10, 2000 executed and delivered by NETZEE, INC., a corporation organized under the laws of Georgia (the "Borrower"), each of the undersigned subsidiaries of the Borrower (the "Subsidiaries") and the other Persons from time to time a party hereto (the Borrower, each of such Subsidiaries and each other such Person a "Debtor" and collectively the "Debtors") in favor of JOHN H. HARLAND COMPANY, (the "Secured Party").

WHEREAS, the Borrower has executed in favor of the Secured Party that certain Promissory Note dated as September 29, 2000 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Note") pursuant to which the Secured Party has agreed to extend certain financial accommodations to the Borrower subject to the terms thereof;

WHEREAS, the Borrower and the Secured Party are parties to that certain Reimbursement Agreement dated as of the date hereof (the "Reimbursement Agreement") pursuant to which the Borrower has agreed to reimburse the Secured Party for certain "Reimbursement Obligations" (as such term is defined in the Reimbursement Agreement);

WHEREAS, the Borrower owns, directly or indirectly, all of the capital stock of, or other equity interests in, the other Debtors;

WHEREAS, it is a condition to the Security Party's extension of such financial accommodations under the Note and the Reimbursement Agreement that each Debtor execute and deliver this Agreement;

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

Section 1. Security Interest in Trademarks. To secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, each Debtor hereby collaterally assigns to the Secured Party, and grants to the Secured Party, a security interest in, with power of sale to the extent permitted by Applicable Law, all of such Debtor's right, title and interest in, to and under all of the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Trademark Collateral"): (a) all trademarks, trademark applications, service marks, and service mark applications, including without limitation, the registered trademarks, trademark applications, service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due

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**TRADEMARK
REEL: 002256 FRAME: 0562**

and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) all of such Debtor's rights corresponding thereto throughout the world (except for rights, other than rights to the payment of money, under contracts and agreements that prohibit the grant of a security interest therein or the assignment thereof), all of the foregoing described in this Clause (a) collectively, the "Trademarks"; (b) the goodwill of such Debtor's business connected with and symbolized by the Trademarks; and (c) Related Assets and all products and proceeds relating to any of the foregoing.

Section 2. Security Interest in Copyrights. To secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, each Debtor hereby collaterally assigns to the Secured Party, and grants to the Secured Party, a security interest in, with power of sale to the extent permitted by Applicable Law, all of such Debtor's right, title and interest in, to and under all of the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Copyright Collateral", and together with the Trademark Collateral, the "Collateral"): (a) all copyrights and copyright applications, including without limitation, the registered copyrights and copyright applications listed on Schedule 2 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) all of such Debtor's rights corresponding thereto throughout the world; and (b) all books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing.

Section 3. Restrictions on Future Agreements. So long as no Event of Default has occurred and is continuing, the Secured Party hereby grants to each Debtor the exclusive right and license to use the Collateral. Except as permitted by the Intercept Credit Agreement, the Note or the Reimbursement Agreement, the Debtors shall not enter into any agreement, including without limitation, any license or royalty agreement, which purports to transfer or assign any interest in any of the Collateral (including, without limitation, the license granted herein) to any Person, except that so long as no Default or Event of Default has occurred and is continuing, the Debtors may enter into license or royalty agreements with respect to the Collateral in the ordinary course of business. No Debtor will take any action or fail to take any action, and each Debtor will use its best efforts to prevent any action by any Person, which would adversely affect the validity or enforceability of the rights in the Collateral transferred by such Debtor to the Secured Party, under this Agreement or the rights associated with any of the Collateral where such action, failure to take action or failure to use best efforts to prevent action could reasonably be expected to result in a material adverse effect.

Section 4. New Collateral. The Debtors, jointly and severally, represent and warrant that Schedules 1 and 2 are true, correct and complete listings of all of the applications and registrations for trademarks, service marks and copyrights of the Debtors. If, prior to the termination of this Agreement, any Debtor shall register any Trademark Collateral with the United States Patent and Trademark Office ("USPTO") which Trademark Collateral is not so registered as of the date hereof, or such Debtor shall register any Copyright Collateral with the United States Copyright Office ("USCO") which Copyright Collateral is not so registered as of the date hereof, such Debtor shall promptly so notify the Secured Party in writing. Upon such occurrence, such Debtor shall, at the request of the Secured Party and at such Debtor's sole cost and expense, execute and deliver any and all agreements, instruments, documents, and papers as the Secured Party may reasonably request to subject such other trademarks, trademark applications, service marks, service mark applications, copyrights, or copyright applications or other property to the conditional assignment and security interest effected hereby and/or to perfect such conditional assignment and security interest.

Section 5. Representations. Each Debtor represents and warrants to the Secured Party that:

(a) Each trademark and trademark application constituting part of the Trademark Collateral is subsisting and no such trademark or trademark application has been adjudged invalid or unenforceable in whole or in part;

(b) The Trademark Collateral (other than any trademark or service mark application) is (and, to the knowledge of the Debtors, any trademark or service mark application of the Debtors is) valid and enforceable and no claim has been made that the use of any of the Trademark Collateral infringes upon the rights of any Person;

(c) The Debtors (i) are the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to all Trademark Collateral and to the best knowledge of each Debtor all other Trademark Collateral (other than any trademark or service mark application), is free and clear of any Liens other than Permitted Liens, and (ii) to the knowledge of the Debtors, are the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Trademark Collateral consisting of any trademark or service mark application, free and clear of any Liens other than Permitted Liens;

(d) All of the Copyright Collateral constituting part of the Trademark Collateral is subsisting and no Copyright Collateral has been adjudged invalid or unenforceable in whole or in part;

(e) The Copyright Collateral (other than any copyright application) is (and, to the knowledge of the Debtors, any copyright application of the Debtors is) valid and enforceable and no claim has been made that the use of any of the Copyright Collateral infringes upon the rights of any Person;

(f) The Debtors (i) are the sole and exclusive owners of the entire and unencumbered right, title, and interest in and to all Copyright Collateral and to the best knowledge of each Debtor all other of the Copyright Collateral (other than any trademark or service mark application), is free and clear of any Liens other than Permitted Liens, and (ii) to the knowledge of the Debtors, are the sole and exclusive owners of the entire and unencumbered right, title, and interest in and to the Copyright Collateral consisting of any copyright application, free and clear of any Liens other than Permitted Liens; and

(g) The Debtors have used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with their use of the Collateral; and

(i) The Debtors have used, and will continue to use for the duration of this Agreement, consistent standards of quality in manufacture and provision of products and services sold or provided under the trademarks included in the Collateral.

Section 6. Royalties; No Liability. The Secured Party's interest in the Collateral as granted and authorized by the Debtors hereunder shall be coextensive with the Debtors' interest in the Collateral and shall not create any liability for the payment of royalties or other charges from the Secured Party to the Debtors. Notwithstanding any other provision of this Agreement to the contrary, the Debtors expressly acknowledge and agree that they shall continue to observe and perform all of the conditions and obligations contained in any license agreement to be observed and performed by them, and that neither this Agreement, nor any action taken pursuant hereto, shall cause the Secured Party to be under any obligation or liability in any respect whatsoever to any party to any license agreement or to any other Person for the observance or performance of any of the representations, warranties, conditions, covenants, agreements or terms therein contained.

Section 7. Right to Inspect. The Secured Party shall have the right from time to time, upon reasonable notice and during normal business hours, to enter upon a Debtor's premises and to examine such Debtor's books, records and operations relating to the Collateral. After the occurrence and during the continuance of an Event of Default, the Debtors agree that the Secured Party shall have the right to take any and all actions to preserve the Collateral and prosecute any and all infringements thereon.

Section 8. Termination of Collateral Assignment and Security Interest. This Agreement is made for collateral security purposes only. Upon the indefeasible payment in full of all of the Obligations, this Agreement shall terminate and the Secured Party shall execute and deliver to the Debtors, at the Debtors' sole cost and expense, all termination statements, releases, reassignments and other instruments as the Debtors may reasonably request to terminate the Secured Party's security interest in, and collateral assignment of, the Collateral. Any affidavit, certificate or other written statement of any officer of the Secured Party stating that any part of the Obligations remains unpaid or unperformed, shall be and constitute conclusive evidence of the continuing effectiveness

of this Agreement and any Person receiving any such affidavit, certificate or statement, may, and is hereby authorized to, rely thereon.

Section 9. Additional Obligations of the Debtors. (a) Each Debtor shall take all reasonable and necessary action to preserve and maintain all of the Debtor's rights in the Collateral, including without limitation, making timely filings with the USPTO and the USCO for renewals and extensions and diligently monitoring unauthorized use of the Collateral except for such filings and other actions, the failure to complete of which could have a material adverse effect. Any expenses incurred in connection with the foregoing shall be borne by such Debtor.

(b) Each Debtor shall notify the Secured Party promptly if the Debtor knows that any application or registration relating to any material Collateral may become abandoned or knows of any material adverse determination or development (including without limitation, the institution of, or any such determination or development in, any proceeding in the USPTO, USCO or any court) regarding any Debtor's ownership of or the Secured Party's interest in, any Collateral, their right to register the same, or their right to keep and maintain the same.

(c) Each Debtor will, at the Debtor's sole cost and expense, take or cause to be taken all reasonable and necessary steps and actions, including without limitation, in any proceeding before the USPTO, USCO or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application identified on either Schedule 1 or Schedule 2 (and to use its best efforts to obtain the relevant registration) and to maintain the Collateral, including without limitation, filing of applications for renewal and payment of maintenance fees other than such filings or other actions the failure of which to effect could not reasonably be expected to result in a material adverse effect. In the event any Debtor fails to take such necessary steps or actions in a manner to insure deadlines for such filings are met, the Secured Party may, in its sole discretion and at such Debtor's expense, take such necessary steps and actions in the name of such Debtor in order to preserve the Collateral.

(d) If any of the Collateral is infringed by any Person, the Borrower shall notify the Secured Party promptly after the Borrower or any other Debtor learns thereof. At the Secured Party's request, if such infringement could reasonably be expected to result in a material adverse effect, and at the Debtors' sole cost and expense, the infringed Debtor shall promptly take such actions, which may include bringing any claim for infringement and for recovery of any and all damages for such infringement (with counsel reasonably acceptable to the Secured Party, if counsel is necessary) as shall be appropriate under the circumstances to protect such Collateral.

Section 10. Right to Sue. If an Event of Default has occurred and is continuing, the Secured Party shall have the right, but not the obligation, to bring suit in its own name or in the name of any Debtor to enforce any rights pertaining to the Collateral and, if the Secured Party shall commence any such suit, such Debtor shall, at the request of the

Secured Party and at the sole cost and expense of such Debtor, cooperate fully to the extent requested by the Secured Party in aid of such enforcement. Each Debtor shall, upon demand, promptly reimburse the Secured Party for all reasonable costs and expenses incurred by the Secured Party in the exercise of such enforcement (including without limitation, the reasonable fees and expenses of attorneys, paralegals, accountants, and other experts).

Section 11. Exercise of Rights and Remedies upon an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Secured Party may exercise any and all of its rights and remedies under the Note, the Reimbursement Agreement, the Security Agreement, this Agreement and the Other Security Documents.

Section 12. Application of Proceeds. All proceeds from each sale of, or other realization upon, all or any part of the Collateral following an Event of Default shall be applied by the Secured Party as follows: (a) First: to the payment of all reasonable costs and expenses incurred in connection with such sale or other realization, including reasonable attorneys' fees if the Secured Party endeavored to collect the Obligations by or through an attorney at law; (b) Second: to the payment of the interest due upon any of the Obligations, in any order which the Secured Party may elect; (c) Third: to the payment of the principal due upon any of the Obligations in any order which the Secured Party may elect; and (d) Fourth: the balance (if any) of such proceeds shall be paid to whomever may be legally entitled thereto. Each Debtor shall remain liable and shall pay, on demand, any deficiency remaining in respect of the Obligations, together with interest thereon at a rate per annum equal to the highest rate then payable hereunder on such Obligations, which interest shall constitute part of the Obligations.

Section 13. Secured Party Appointed Attorney-in-Fact. Each Debtor hereby irrevocably appoints the Secured Party as such Debtor's attorney-in-fact, with full authority in the place and stead of such Debtor and in the name of such Debtor or otherwise, from time to time, upon the occurrence and during the continuance of an Event of Default, in the Secured Party's discretion, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement and to exercise any rights and remedies the Secured Party may have under this Agreement or Applicable Law, including, without limitation: (a) to obtain and adjust insurance required to be maintained pursuant to the Security Agreement; (b) upon the occurrence of and during the continuance of an Event of Default to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (c) upon the occurrence of and during the continuance of an Event of Default to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) or (b) above; (d) upon the occurrence of and during the continuance of an Event of Default to sell or assign any Receivable upon such terms, for such amount and at such time or times as the Secured Party deems advisable, to settle, adjust, compromise, extend or renew any Receivable or to discharge and release any Receivable; and (e) to file any claims or take any action or institute any proceedings

which the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral. The power-of-attorney granted hereby shall be irrevocable and coupled with an interest.

Section 14. The Secured Party's Duties. The powers conferred on the Secured Party hereunder are solely to protect the interest of the Secured Party in the Collateral and shall not impose any duty upon the Secured Party to cause the Secured Party to exercise any such powers. Except for reasonable care in the custody and preservation of any Collateral in the possession of the Secured Party and the accounting for moneys actually received by it hereunder, the Secured Party shall have no duty to any Debtor as to any Collateral in the absence of willful misconduct or gross negligence. With respect to the Debtors, the Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property; it being understood that the Secured Party shall be under no obligation to take any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral, but may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Debtors.

Section 15. Binding Effect; Benefits. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until indefeasible payment in full of the Obligations, (b) be binding upon each Debtor, and its respective successors and assigns and (c) inure to the benefit of the Secured Party, and its respective successors and permitted assigns. A Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefor and the Secured Party's successors and assigns shall include all permitted assignees and participants of any of the Obligations; provided, however, that a Debtor shall not be permitted to assign any of its rights, powers, duties or obligations under this Agreement or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral, or any part thereof, or any cash or property held by the Secured Party as Collateral under this Agreement, except as permitted herein or without the prior written consent of the Secured Party.

Section 16. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by any Debtor herefrom, shall in any event be effective unless the same shall be in writing and signed by such Debtor and the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given provided, however, Schedule 1 attached hereto shall be deemed amended to include any Trademark Collateral, Copyright Collateral and other Collateral set forth in any supplement to this Agreement.

Section 17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.

Section 18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under Applicable Law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

Section 19. WAIVER OF BOND, NOTICE, OTHER LAWS. EACH DEBTOR WAIVES (a) ANY NOTICE PRIOR TO THE TAKING POSSESSION OR CONTROL OF THE COLLATERAL OR ANY POSTING OF ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING THE SECURED PARTY TO EXERCISE ANY OF THE SECURED PARTY'S REMEDIES SET FORTH HEREIN AND (b) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION LAWS.

Section 20. Rights Cumulative. (a) Pursuant to the Security Agreement the Debtors have granted to the Secured Party a continuing security interest in and lien on, among other things, the Collateral. The Security Agreement, and all rights and interests of the Secured Party in and to the Collateral thereunder, are hereby ratified and confirmed in all respects. In no event shall this Agreement, the grant and collateral assignment of the Collateral hereunder, or the recordation of this Agreement (or any document hereunder), adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Secured Party in the Collateral pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or any present or future rights and interests on the Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Uniform Commercial Code. Any and all rights and interests of the Secured Party in and to the Collateral (and any and all obligations of the Debtors with respect to the Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Debtors) to or with respect to the Collateral provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. In exercising rights and remedies the Secured Party may be selective and no failure or delay by the Secured Party in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right. In the event of an irreconcilable conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

Section 21. Notices. All notices and other communications required or permitted under this Agreement shall be given, and shall be deemed effective, in accordance with the applicable provisions of the Security Agreement or the Guaranty.

Section 22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same instrument.

Section 23. Security Interest Absolute. All rights of the Secured Party hereunder, the grant of a security interest in the Collateral and all obligations of the Debtors hereunder, shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Note, the Reimbursement Agreement, the Guaranty Agreement, the Security Agreement, or any other agreement or instrument relating thereto, (b) any change in the time, manner or place of the payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the terms of the Note, the Reimbursement Agreement, the Guaranty Agreement, the Security Agreement or any Other Security Document, (c) any exchange, release or nonperfection of any other collateral securing all or any part of any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Debtor in respect of the Obligations or in respect of this Agreement.

Section 24. Definitions. (a) For purposes of this Agreement:

“Applicable Law” means all applicable provisions of constitutions, statutes, laws, rules, regulations and orders of all governmental bodies and all orders, rulings and decrees of all courts and arbitrators.

“Default” means any of the events specified in the definition of Event of Default, whether or not there has been satisfied any requirement for giving of notice, lapse of time or the happening of any other condition.

“Event of Default” means (i) an Event of Default (as defined therein) shall occur under the Note, (ii) an Event of Default (as defined therein) shall occur under the Intercept Credit Agreement and the maturity of the indebtedness under the Intercept Credit Agreement shall be accelerated as a result thereof, either automatically or by acceleration, (iii) an Event of Default (as defined therein) shall occur under the Reimbursement Agreement, or (iv) a default or event of default shall occur under the Guaranty, the Security Agreement or any Other Security Document

“Guaranty” means that certain Guaranty Agreement dated as of the date hereof executed by the Subsidiaries in favor of the Secured Party.

“Intercept Credit Agreement” means that certain Credit Agreement dated as of May 31, 2000 by and between the Borrower and The Intercept Group, Inc, as the same may be amended, modified, restated or supplemented from time to time.

“Lien”, as applied to the property of any Person, means any security interest, lien, encumbrance, mortgage, deed to secure debt, deed of trust, pledge, charge, conditional sale or other title retention agreement, or other encumbrance of any kind covering any property of such Person, or upon the income or profits therefrom or any agreement to convey any of the foregoing or any other agreement or interest covering the property of a Person which is intended to provide collateral security for the obligation of such Person.

“Obligations” means, individually and collectively (i) the obligation of the Borrower to repay all amounts due and owing under the Note, including, without limitation, the Debt (as defined therein) and any other sums due thereon in accordance with the Note, (ii) the obligation of the Borrower to repay all amounts due and owing under the Reimbursement Agreement, (iii) all obligations of the other Debtors to the Secured Party of every kind, nature and description, under or with respect to the Note, the Guaranty, this Agreement, the Security Agreement or any of the Other Security Documents, (iv) any other obligations of the Debtors owing to the Secured Party pursuant to the Note, the Reimbursement Agreement, the Guaranty Agreement or any Other Security Document including, without limitation, the fees and indemnification obligations, whether direct or indirect, absolute or contingent, due or not due, contractual or tortious, liquidated or unliquidated, and whether or not evidenced by any note.

“Permitted Liens” shall the meaning given to such term in the Intercept Credit Agreement as in effect on the date hereof.

“Person” means an individual, corporation, partnership, limited liability company, association, trust or unincorporated organization, or a government or any agency or political subdivision thereof.

“Receivables” means all accounts and any and all rights to the payment of money or other forms of consideration of any kind (whether classified under the Uniform Commercial Code as accounts, chattel paper, general intangibles, or otherwise) for goods sold or leased or for services rendered including, but not limited to, accounts receivable, proceeds of any letters of credit naming each Debtor as beneficiary, all contract rights, notes, drafts, instruments, documents, acceptances in favor of each Debtor, and all other debts, obligations and liabilities in whatever form owing by any Person to each Debtor.

“Related Assets” means (a) all trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the

Trademarks; and (b) the following documents and things in the possession or under the control of the Debtors, or subject to their demand for possession or control, related to the production, delivery, provision and sale by the Debtors, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Debtors in connection with the Trademarks and the goodwill evidenced thereby, whether prior to, on or subsequent to the date hereof: (i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Debtors, their affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity; (ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks; (iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks; and (iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Debtors (or any of their affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks. Notwithstanding the foregoing, rights, other than rights to the payment of money under contracts and agreements that prohibit the grant of a security interest therein or the assignment thereof shall not be included in the definition of "Related Assets".

"Security Agreement" means that certain Security Agreement dated as of the date hereof executed by the Debtor in favor of the Secured Party.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of Georgia or, where the context herein requires, the Uniform Commercial Code of the jurisdiction that governs the creation and perfection of a security interest in any Collateral or that governs the rights, remedies and obligations of the Secured Party in connection with the repossession or foreclosure of any Collateral.

(b) Capitalized terms not otherwise defined herein are used herein with the respective meanings given them in the Note.

(c) References in this Agreement to any document, instrument or agreement (i) shall include all exhibits, schedules and other attachments thereto, (ii) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (iii) shall mean such document, instrument or agreement or replacement, as amended, modified or supplemented from time to time.

[Signatures on Following Pages]

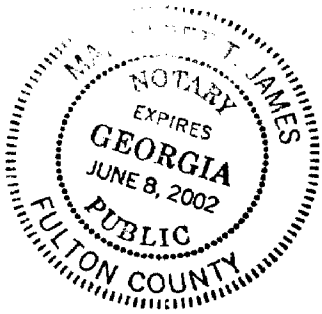
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark and Copyright Collateral Assignment and Security Agreement under seal as of the date and year first written above.

NETZEE, INC

By: [Signature]
Name: Richard S. Eiswirth
Title: Chief Financial officer

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

The foregoing Trademark and Copyright Collateral Assignment and Security Agreement was executed and acknowledged before me as of November 10, 2000, by Richard S. Eiswirth, personally known to me to be the Chief Financial Officer of Netzee, Inc., on behalf of such corporation.



[Signature]
Notary Public

My commission expires: 06/08/02

(NOTARIAL SEAL)

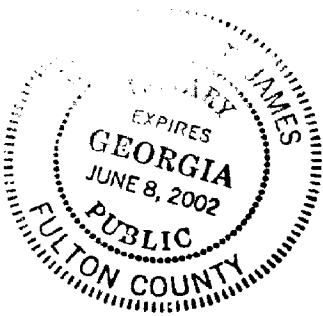
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark and Copyright Collateral Assignment and Security Agreement under seal as of the date and year first written above.

BANK SYSTEMS & EQUIPMENT CORP.

By: [Signature]
Name: Richard S Eiszwith
Title: CFO, VP, Sec & Tres

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

The foregoing Trademark and Copyright Collateral Assignment and Security Agreement was executed and acknowledged before me as of November 10, 2000, by Richard S. Eiszwith, personally known to me to be the CFO, VP, Sec & Tres of Bank Systems & Equipment Corp., on behalf of such corporation.



Margaret T. James
Notary Public
My commission expires: 06/08/02
(NOTARIAL SEAL)

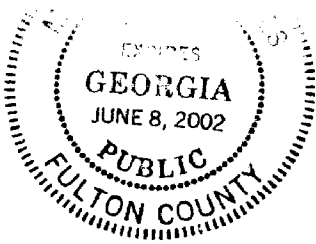
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark and Copyright Collateral Assignment and Security Agreement under seal as of the date and year first written above.

DYAD MORTGAGE TECHNOLOGIES, INC.

By: [Signature]
Name: Richard S. Eiswirth
Title: CFO, VP, Sec & Tres

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

The foregoing Trademark and Copyright Collateral Assignment and Security Agreement was executed and acknowledged before me as of November 10, 2000, by Richard S. Eiswirth, personally known to me to be the CFO, VP, Sec & Tres of Dyad Mortgage Technologies, Inc., on behalf of such corporation.



[Signature]
Notary Public

My commission expires: 06/08/02

(NOTARIAL SEAL)

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark and Copyright Collateral Assignment and Security Agreement under seal as of the date and year first written above.

NETCAL, INC.

By: [Signature]
Name: Richard S. Eiswirth
Title: CEO, VP, Sec + Tres

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

The foregoing Trademark and Copyright Collateral Assignment and Security Agreement was executed and acknowledged before me as of November 10, 2000, by Richard S. Eiswirth, personally known to me to be the CEO, VP, Sec + Tres of Netcal, Inc., on behalf of such corporation.



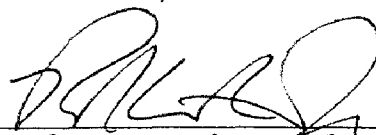
[Signature]
Notary Public

My commission expires: 06/08/02

(NOTARIAL SEAL)

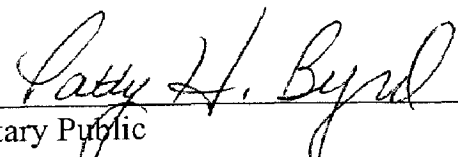
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark and Copyright Collateral Assignment and Security Agreement under seal as of the date and year first written above.

CALL ME BILL, LLC

By: 
Name: Richard S. Eiswirth
Title: CFO, VP, Sec & Tres

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)


The foregoing Trademark and Copyright Collateral Assignment and Security Agreement was executed and acknowledged before me as of November 10, 2000, by Richard S. Eiswirth, personally known to me to be the CFO, VP, Sec & Tres of Call Me Bill, LLC, on behalf of such corporation.


Notary Public
My commission expires: 12/13/02

(NOTARIAL SEAL)

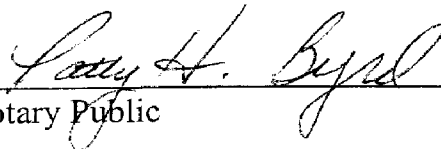
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark and Copyright Collateral Assignment and Security Agreement under seal as of the date and year first written above.

NETZEEPLUS, INC.

By: 
Name: Richard S. Eiswirth
Title: VP + Tres.

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

The foregoing Trademark and Copyright Collateral Assignment and Security Agreement was executed and acknowledged before me as of November 10, 2000, by Richard S. Eiswirth, personally known to me to be the VP + Tres of NetzeePlus, Inc., on behalf of such corporation.


Notary Public

My commission expires: 12/13/02

(NOTARIAL SEAL)

[Signatures on Following Pages]

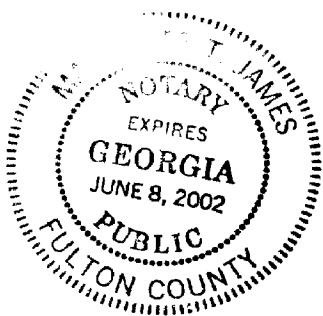
Accepted and agreed to as of the date first written above.

JOHN H. HARLAND COMPANY

By: [Signature]
Name: John C. Walters
Title: Secretary

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

The foregoing Trademark and Copyright Collateral Assignment and Security Agreement was executed before me as of November 10, 2000, by John C. Walters, personally known to me to be the Secretary of John H. Harland Company, on behalf of such entity.



Margaret T. James
Notary Public

My commission expires: 06/08/02

(NOTARIAL SEAL)

SCHEDULE 2

COPYRIGHT COLLATERAL

<u>Title of Work</u>	<u>Registration Number</u>
Remote banking project management process	TX4670693
RISKREPORTER I	TX3055063

SCHEDULE 1

TRADEMARK COLLATERAL

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Jurisdiction of Registration</u>
PORTPRO	1,918,991	U.S.
BANC (Banker's Automated Network Connection)	2,155,235	U.S.
COMMUNITY INVEST	75/902719	U.S.
MONEYPRO	74/402,778	U.S.
RISKREPORTER I	1,672,497	U.S.
CALLREPORTER III	2,218,129	U.S.
CALL ME BILL (and design)	2,220,448	U.S.