

SCHEDULE A

MARK	Class	Serial/Registration No.	Registration Date
DERIVION	35	Reg. No. 2,368,224	July 18, 2000
DERIVION	36	Reg. No. 2,368,223	July 18, 2000
INTERNET BILLING THAT PAYS	35	Reg. No. 2,412,003	December 12, 2000
INTERNET BILLING THAT PAYS	35	Reg. No. 2,408,048	November 28, 2000
INETBILLER	35	Reg. No. 2,410,139	December 5, 2000
INETBILLER	36	Serial No. 75/714,512	
I (Stylized)	35	Serial No. 75/714,514	
I (Stylized)	36	Serial No. 75/714,513	
BILLSAFE	35, 36	Serial No. 75/907,856	

TRADEMARK SECURITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Derivion Corporation, a Georgia corporation (the "Grantor"), hereby assigns and grants to Metavante Corporation (the "Grantee"), as Acquiror under that certain Agreement and Plan of Merger dated April 27, 2001 (as amended, restated, modified or supplemented from time to time, the "Merger Agreement"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Merger Agreement) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the obligations of the Grantor under the Merger Agreement. Upon the repayment in full of all non-contingent obligations of the Grantor under the Merger Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Merger Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Merger Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are

Trademark

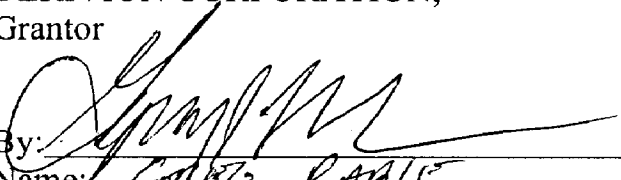
TRADEMARK
REEL: 002303 FRAME: 0723

deemed to conflict with the Merger Agreement, the provisions of the Merger Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 27th day of

April, 2001.

GRANTOR:
DERIVION CORPORATION,
Grantor

By: 
Name: CALEB RABLE
Title: CEO

GRANTEE:
METAVANTE CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 21st day of

April, 2001.

DERIVION CORPORATION,
Grantor

By: _____
Name: _____
Title: _____

METAVANTE CORPORATION

By: Michael D. Hayford
Name: Michael D. Hayford
Title: EVP