



101781075

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

1. Name of conveying party(ies):
Derivion Corporation
Individual(s) Association
General Partnership Limited Partnership
 Corporation-State Georgia
Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Metavante Corporation
Internal and Street Addresses:
4900 W. Brown Deer Road, Milwaukee, WI 53223-9004
 Individual(s) citizenship _____
Association _____
General Partnership _____
Limited Partnership _____
 Corporation-State - Wisconsin
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations 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: July 5, 2001 and July 6, 2001

4. Application number(s) or Trademark number(s):
A. Trademark Application No.(s):
75/714,514, 75/714,513, 75/907,855, 75/714,512, 75/907,856
Additional numbers attached? Yes No

B. Trademark Registration No.(s):
2,368,223, 2,368,224, 2,408,048, 2,410,139, 2,412,003

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Leslie S. Miller, Esq.
Internal Address: Reinhart, Boerner, Van Deuren, Norris & Rieselbach, s.c.
Street Address: 1000 North Water Street, Suite 2100
City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 10
7. Total fee (37 CFR 3.41) \$ 265.00
 Enclosed
Authorized to be charged to deposit account
 Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.
8. Deposit account number:
18-0882
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

07/17/2001 DRYRME 00000244 75714514
01 FC:481 40.00 OP
02 FC:482 225.00 OP

9. 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.

Leslie S. Miller, Esq.
Name of Person Signing

Signature

July 10, 2001
Date

Total number of pages including cover sheet, attachments, and document: [8]

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS

FROM

DERIVION CORPORATION

TO

METAVANTE CORPORATION

JUNE 1, 2001

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (hereinafter referred to as the "Assignment") is made as of the 1st day of June, 2001 (hereinafter referred to as the "Effective Date"), by and between DERIVION CORPORATION, a Georgia Corporation having its principal place of business at 730 Peachtree Street, Suite 1100, Atlanta, Georgia 30308 (hereinafter referred to as "ASSIGNOR") and METAVANTE CORPORATION, a Wisconsin Corporation having its principal office at 4900 W. Brown Deer Road, Brown Deer, WI 53224-9004 (hereinafter referred to as "ASSIGNEE").

RECITALS

- A. ASSIGNOR is the assignee of record of certain trademark registrations, trademark applications, and/or common law trademarks (herein referred to as "the Trademarks").
- B. ASSIGNOR's business is being acquired by ASSIGNEE by merging ASSIGNOR into a subsidiary of ASSIGNEE pursuant to other agreements previously executed, the Patents being associated with the acquired business.
- C. ASSIGNEE desires by execution of this Assignment to obtain an assignment of all of ASSIGNOR's rights, title, and interest in and to the Trademarks from ASSIGNOR, and ASSIGNOR desires by execution of this Assignment to grant an assignment of all of its rights, title, and interest in and to the Trademark to ASSIGNEE.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, ASSIGNOR and ASSIGNEE mutually agree as follows:

1. Definition. As used herein, the following term shall have the meanings set forth below:

1.1 Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademark registrations, trademark applications, and/or common law trademarks listed in Appendix A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, its successors, and assigns ASSIGNOR's entire rights, title, and interest in and to the Assigned Trademarks. The assignment of the Assigned Trademarks granted by ASSIGNOR to ASSIGNEE in this Agreement is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.

3. Representations.

3.1 Incorporation. Each party represents and warrants that it is a corporation or a limited liability company, as applicable, which is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration and has the full corporate power and authority to enter into this Assignment and perform its agreements and covenants to be performed hereunder.

3.2 Authority. Each party represents and warrants that the execution and delivery of this Assignment by it and the performance by it of its covenants and agreements hereunder have been duly authorized by all necessary corporate action and, when executed and delivered by it, this Assignment shall constitute the valid and legally binding agreement of it, enforceable against it in accordance with its terms.

3.3 Conflicts. Each party represents and warrants that neither the execution and delivery of this Assignment nor the consummation or performance by it of the transactions contemplated herein will violate any provision of its certificate of incorporation or by-laws or any law, rule, regulation, writ, judgment, injunction, decree, determination, award, or other order of any court, government or governmental agency or instrumentality, domestic or foreign, or conflict with or result in any breach of any of the terms of or the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature pursuant to the terms of, any contract or agreement to which it is a party or by which it, or any of its assets and properties, is bound.

4. General Provisions.

4.1 Merger and Integration. This Assignment represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or

otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

4.2 Severability. It is expressly agreed that if any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

4.3 No Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not affect the right of any party to require full performance thereafter; a waiver by any party of a breach of any provision of this Agreement shall not constitute a modification of this Agreement or prevent that party from again enforcing such term or condition in the future with respect to subsequent events.

4.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of assignor and assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

4.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

4.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

4.7 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

4.8 Force Majeure. The parties agree that neither shall be deemed in default of its obligations under this Assignment to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a party

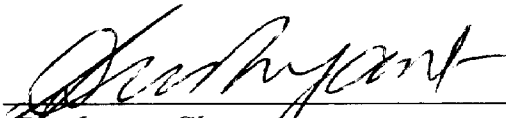
believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that party shall promptly notify the other party of such fact in writing.


4.9 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, USA.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

DERIVION CORPORATION

METAVANTE CORPORATION

By: 
Dushyant Sharma

By: 
Scott Dryburgh

Title: Chief Technology Officer

Title: Vice President

Date: July 6, 2001

Date: 7-5-01

APPENDIX A

LIST OF THE ASSIGNED TRADEMARKS

Registered Trademarks

	MARK	COUNTRY	REG. NO.	REG. DATE
1.	DERIVION	U.S.A.	2368223	07/18/2000
2.	DERIVION	U.S.A.	2368224	07/18/2000
3.	INTERNET BILLING THAT PAYS	U.S.A.	2408048	11/28/2000
4.	INETBILLER	U.S.A.	2410139	12/05/2000
5.	INTERNET BILLING THAT PAYS	U.S.A.	2412003	12/12/2000

Trademark Applications

	MARK	COUNTRY	APP. NO.	APP. DATE
1.	I (Stylized)	U.S.A.	75714514	05/27/1999
2.	I	U.S.A.	75714513	05/27/1999
3.	INVOICEPOINT	U.S.A.	75907855	02/02/2000
4.	INETBILLER	U.S.A.	75714512	05/27/1999
5.	BILLSAFE	U.S.A.	75907856	02/02/2000

Other Trademarks (Common Law)

	MARK
1.	PLUG.N.PROFIT
2.	BILLBOX
3.	SELFBILL
4.	INVOICEVAULT