

08-14-2001

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FORM PTO 1594
(Rev. 6-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

101811472

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

1. Name of conveying party(ies):
Group I Software, Inc.
4200 Parliament Place, Suite 600
Lanham, Maryland 20706-1844

08/01/01

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

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

Name and address of receiving party(ies)
Trisense Software, Ltd.
418 Gateway Boulevard
Burnsville, Minnesota 55337

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

08-01-2001
U.S. Patent & TMO/TM Mail Rpt Dt. #77

2. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 30, 2001

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. Application number(s) or patent number(s):
A. Trademark Application No.(s)
See Attachment A

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
See Attachment A

4. Name and address of party to whom correspondence concerning document should be mailed:
Name: A. Minnie Alexander
Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP: 55402

5. Total Number of applications and registrations involved: 20

6. Total fee (37 CFR 3.41). \$515.00
 Enclosed
 Authorized to be charged to deposit account

7. Deposit account number:
04-1420
(Attach duplicate copy of this page if paying by deposit account)

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.

A. Minnie Alexander *Minnie Alexander* 08/01/01
Name of person Signing Signature Date

Total number of pages comprising cover sheet: 2

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

08/13/2001 RANMED1 00000189 75537117

01 FC:481 40.00 DP
02 FC:482 475.00 DP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002347 FRAME: 0254

Attachment A

Mark	Reg./Ser. No.	Reg./Filing Date
ANONYMOUS BILL DELIVERY	75/537,117	August 13, 1998
ANONYMOUS BILL DELIVERY	2,438,988	March 27, 2001
BANKSENSE	75/425,128	January 28, 1998
BANKSENSE	75/536,186	August 13, 1998
BANKSENSE	2,433,763	March 6, 2001
BILLSENSE	75/424,824	January 28, 1998
BILLSENSE	75/424,819	January 28, 1998
DIGITAL DRIVER	76/081,506	June 21, 2000
DIGITAL DRIVER and Design	76/081,505	June 21, 2000
PAYSENSE	2,336,620	March 28, 2000
PAYSENSE	2,336,447	March 28, 2000
PAYSENSE	75/535,896	August 13, 1998
PAYSENSE and Design	2,420,027	January 9, 2001
PAYSENSE and Design	2,435,825	March 13, 2001
THE DIGITAL BILLING NETWORK	76/088,812	July 13, 2000
TRISENSE	2,298,844	December 7, 1999
TRISENSE	2,272,680	August 24, 1999
TRISENSE	75/536,026	August 13, 1998
TRISENSE and Design	2,420,026	January 9, 2001
TRISENSE and Design	2,411,374	December 5, 2000

COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated as of April 30, 2001, is by and between GROUP 1 SOFTWARE, INC., a Delaware corporation (the "Assignor") and TRISENSE Software, Ltd., a Minnesota corporation (the "Assignee").

WITNESSETH

WHEREAS, Assignor has executed a promissory note in the principal amount of \$6,130,991 dated as of even date herewith (the "Note") (all terms capitalized and used herein without being defined shall have the meaning given them in the Note) as consideration for the purchase of certain assets under an Agreement for Purchase and Sale of Assets by and between the Assignor and the Assignee dated as of even date herewith (the "Purchase Agreement");

WHEREAS, the Assignor has pledged and granted to the Assignee a security interest in the property described in the Security Agreement of even date herewith (the "Security Agreement"), which property includes certain general intangibles purchased from Assignee, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, copyrights, patents, inventions and trade secrets;

WHEREAS, the Assignor now owns the trademarks and trade names set forth in Exhibit A attached hereto, and Assignee has represented to Assignor that certain of the trademarks so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office; and

WHEREAS, in order to induce the Assignee to enter into the Note and in order to secure the payment and performance of (a) all indebtedness, liabilities and obligations of the Assignor to the Assignee of every kind, nature or description under the Note, and any note or notes hereafter issued in substitution or replacement thereof, and (b) all liabilities of the Assignor under this Agreement, and in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred (the "Liabilities"), the Assignor is willing to enter into this Assignment.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee to extend credit accommodations to the Assignor under the Note, the parties hereto agree as follows:

1. The Assignor does hereby assign all of its right, title and interest in and to all of the present trademarks and trade names set forth on Exhibit A (the "Trademarks"), and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its use and behalf, and for the Assignee=s legal representatives, successors and assigns, as fully and entirely as the same

would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence of a Default or an Event of Default under the Note and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment; unless and until the acceptance of this Assignment, this Assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Note, the Assignee shall be entitled to transfer the Trademarks pursuant to an Assignment of Trademarks substantially in the form of Exhibit B. Until such transfer, the Assignment of Patents shall be held in escrow by the law firm of Fredrickson & Byron, P.C. Atten: John A. Grimstad, Esq. The Assignor hereby irrevocably authorizes the Assignee to date undated Assignments of Trademarks and otherwise complete such Assignment at the time of transfer.

2. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 4, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

3. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents reasonably requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee=s interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Note and the Security Agreement shall have been terminated in accordance with their terms, the Assignee shall simultaneously execute and deliver to the Assignor all termination statements and other instruments suitable for filing in the appropriate offices and jurisdictions as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee=s rights in the Trademarks.

4. The Assignor shall preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain.

5. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit upon written notice to Assignor from Assignee and Assignor's failure to timely act. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

6. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.



7. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. All of the Assignee=s rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

9. This Assignment is subject to modification only by a writing signed by the parties.

10. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Assignor and the Assignee; provided that this Assignment may only be assigned by Assignee to the extent the Note may be assigned.

11. Upon payment in full of the Note, this Assignment shall immediately terminate and all rights to the Trademarks shall revert to the Assignor.

12. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (I) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (II) THE STATE OF MINNESOTA IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.



IN WITNESS WHEREOF, the Assignor has executed this instrument.

GROUP 1 SOFTWARE, INC.

By *[Handwritten Signature]*
Title SECRETARY

EXHIBIT A TO
COLLATERAL ASSIGNMENT OF TRADEMARKS

Mark	Serial Number (if applicable)	Registration Number
1. Anonymous Bill Delivery	75/537,117	
2. Anonymous Bill Delivery	75/537,116	Registered 3/27/01. Reg# 2,438,988
3. BankSense	75/425,128	
4. BankSense	75/236,542	Registered 03/06/01. Reg# 2,433,763
5. BankSense	75/536,186	
6. BillSense	75/424,824	
7. BillSense	75/424,819	
8. Changing the Face of Payments	75/288,421	Abandoned
9. The Digital Billing Network	76/088,812	
10. Digital Driver	76/081,506	
11. Digital Driver and Design	76/081,505	
12. ESense	75/624,754	Abandoned 12/22/99
13. ESense	75/624,753	Abandoned 12/22/99
14. The Face of Payments	75/288,240	Abandoned
15. PaySense	75/236,543	Registered 03/28/00. Reg# 2,336,447
16. PaySense	75/425,129	Registered 03/28/00. Reg# 2,336,620
17. PaySense	75/535,896	
18. PaySense (Australia)	785285	Registered 02/11/99. Reg# 785285
19. PaySense and Design	75/684,945	Registered 01/09/01. Reg# 2,420,027
20. PaySense and Design	75/686,463	Registered 03/13/01. Reg# 2,435,825
21. The Way Payments Will Be	75/537,118	Abandoned
22. The Way Payments Will Be	75/535,895	Abandoned
23. TriSense	75/236,505	Registered 08/24/99. Reg# 2,272,680
24. TriSense	75/425,127	Registered 12/07/99. Reg# 2,298,844
25. TriSense	75/536,026	
26. TriSense (Australia)	785284	Registered 02/11/99. Reg# 785284
27. TriSense and Design	75/684,943	Registered 01/09/01. Reg# 2,420,026
28. TriSense and Design	75/686,464	Registered 12/05/00. Reg# 2,411,374
29. PaySense Bill Server		
30. PaySense Smart View		
31. PaySense Web Server		
32. PaySense OFX Gateway		
33. PaySense E-Mail Server		
34. PaySense Smartviewer Software		
35. Anonymous Delivery		
36. Electronic Post Office		
37. Centralized Enrollment Server		
38. TriSense Communication Server		
39. Open Financial Exchange Server		
40. PaySense Web Server		
41. PaySense Bill Server		
42. Digital-Billing		

ASSIGNMENT OF TRADEMARKS

This Assignment having an effective date of _____, ___ is made by and between GROUP 1 SOFTWARE, INC., a corporation of the State of Delaware ("Assignor") and TRISENSE SOFTWARE, INC., a corporation of the State of Minnesota ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are registered in the U.S. Patent and Trademark Office or which are the subject of a pending application in the U.S. Patent and Trademark Office as set forth on Exhibit A hereto (hereinafter the "Marks") and,

WHEREAS, Assignee is desirous of acquiring the Marks and registration therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks, and the registrations and applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Assignor=s entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. Assignor hereby irrevocably authorizes TRISENSE Software, Inc. to date this undated Assignment and otherwise complete this Assignment at the time of transfer



IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

GROUP 1 SOFTWARE, INC. (Assignor)

Date: _____

By _____

Title _____

TRISENSE SOFTWARE, INC. (Assignee)

Date: _____

By _____

Title: _____

