

12-10-2001



101910524

CORDATION FORM COVER SHEET
TRADEMARKS ONLY

11-15-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - Other
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/07/2001 JJALLAH2 00000001 160605 1855088

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 50.00 CH 500.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002405 FRAME: 0001

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,855,088"/>	<input type="text" value="2,032,667"/>	<input type="text" value="2,089,600"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,309,777"/>	<input type="text" value="1,332,652"/>	<input type="text" value="2,020,732"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,977,194"/>	<input type="text" value="1,914,583"/>	<input type="text" value="1,261,563"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Wendy Houser

Name of Person Signing

Wendy Houser

Signature

3/6/01

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/504,666"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/902,719"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,312,113"/>	<input type="text" value="1,712,192"/>	<input type="text"/>
<input type="text" value="2,011,546"/>	<input type="text" value="2,155,235"/>	<input type="text"/>
<input type="text" value="2,020,736"/>	<input type="text" value="1,918,991"/>	<input type="text"/>
<input type="text" value="1,821,972"/>	<input type="text" value="2,220,448"/>	<input type="text"/>
<input type="text" value="1,997,491"/>	<input type="text" value="2,198,290"/>	<input type="text"/>
<input type="text" value="1,947,492"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,933,615"/>	<input type="text"/>	<input type="text"/>

ADDITIONAL CONVEYING PARTY

Call Me Bill, LLC, a Georgia limited liability company

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of February __, 2001 executed and delivered by NETZEE, INC., a corporation organized under the laws of Georgia (the "Borrower"), each of the undersigned 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 THE INTERCEPT GROUP, INC. ("InterCept"), individually and as Agent for the Lenders pursuant to the Credit Agreement (the "Secured Party").

WHEREAS, the Borrower and InterCept have entered into that certain Credit Agreement dated as of May 31, 2000 (as amended, restated, supplemented or otherwise modified from time to time and in effect immediately prior to the date hereof, the "Existing Credit Agreement), pursuant to which InterCept agreed to extend certain financial accommodations to the Borrower subject to the terms thereof;

WHEREAS, pursuant to the Guaranty dated as of May 31, 2000, (as in effect immediately prior to the date hereof, the "Existing Guaranty") executed by each of the Debtors (other than the Borrower) in favor of InterCept, each Debtor guaranteed, among other things, the Borrower's obligations to InterCept under the Existing Credit Agreement;

WHEREAS, pursuant to that certain Trademark and Copyright Collateral Assignment and Security Agreement dated as of May 31, 2000 (as in effect immediately prior to the date hereof, the "Existing Trademark Agreement") executed by each of the Debtors party thereto in favor of InterCept, each such Debtor granted to InterCept a security interest in the Trademark Collateral (as defined therein), as collateral security for payment and performance of their obligations under the Existing Credit Agreement and the Existing Guaranty;

WHEREAS, pursuant to the terms of that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Credit Agreement) by and among the Borrower, the Lenders and the Secured Party, the parties thereto are to amend and restate the Existing Credit Agreement to increase the amount of the financial accommodations available thereunder, add the John H Harland Company as a Lender and to permit all of the Lenders to make such financial accommodations available to the Borrower on the terms contained therein, and for other purposes provided therein;

WHEREAS, the Existing Guaranty is to be amended and restated pursuant to that certain Amended and Restated Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with its

terms, the "Guaranty") by and among the Debtors (other than the Borrower) and the Secured Party;

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 precedent to the effectiveness of the Credit Agreement that the parties hereto amend and restated the terms of the Existing Trademark Agreement pursuant to the terms of 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 that the Existing Trademark Agreement is amended and restated in its entirety 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, for its individual benefit and for the benefit of the Lenders, and grants to the Secured Party, for its individual benefit and for the benefit of the Lenders, 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 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, for its individual benefit and for the benefit of the Lenders, and grants to the Secured Party, for its individual benefit and for the benefit of the Lenders, 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 Credit 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 and the Lenders 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), 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 or any Lender 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 or any Lender 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 and each Lender 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 and each Lender may exercise any and all of its rights and remedies under the Credit Agreement, the Security Agreement and the other Loan 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 in the order provided for in the Credit Agreement.

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, each Lender and their 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 and each Lender'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 and the Lenders.

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 the Lenders, 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 on Annex V to any Accession Agreement executed and delivered by any Pledgor after the date hereof.

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 OR ANY LENDER TO EXERCISE ANY OF THE SECURED PARTY'S OR SUCH LENDER'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, for its individual benefit and for the benefit of the Lenders, 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, for its individual benefit and for the benefit of the Lenders, 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, for its

individual benefit and for the benefit of the Lenders 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 and the Lenders may be selective and no failure or delay by the Secured Party or any Lender 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 Credit 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 and the Lenders 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 any Loan Document, 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 any Loan 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. For purposes of this Agreement:

(a) "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".

(b) "Obligations" means, individually and collectively (i) all Obligations (as defined in the Credit Agreement), (ii) all obligations and indebtedness of each Debtor owing to the Secured Party and the Lenders of every kind, nature and description, under or with respect to the Credit Agreement, the Guaranty, this Agreement or any of the other Loan Documents, 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, (iii) all other obligations and indebtedness owing by any Debtor to the Secured Party and all future advances made to any Debtor by the Secured Party however and whenever created, arising or evidenced, whether direct or indirect, through assignment from third parties, whether absolute or contingent, or otherwise, now or hereafter existing, or due or to become due, including, without limitation, obligations under all guaranties, and (iv) any and all renewals, modifications, extensions and supplements to any of the foregoing.

Without limiting of the foregoing, the term "Obligations" shall include any Indebtedness of any Debtor to any other Loan Party which now or hereafter becomes owing to the Secured Party or any Lender as assignee of such other Loan Party pursuant to any of the Loan Documents or otherwise.

(c) "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.


(d) Capitalized terms not otherwise defined herein are used herein with the respective meanings given them in the Credit Agreement.

(e) 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]

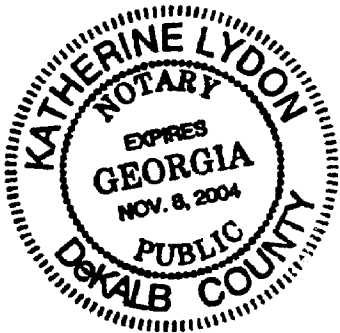
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amended and Restated Trademark and Copyright Collateral Assignment and Security Agreement under seal as of the date and year first written above.

NETZEE, INC.

By: 
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 February 2, 2001, by Richard S. Eiswirth, personally known to me to be the Chief Financial Officer of Netzee, Inc., on behalf of such corporation.



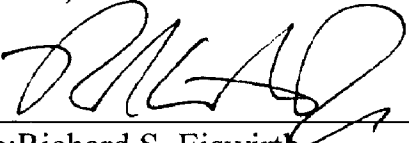
Katherine Lydon
Notary Public

My commission expires: November 8, 2004
(NOTARIAL SEAL)

[Signatures on Following Pages]

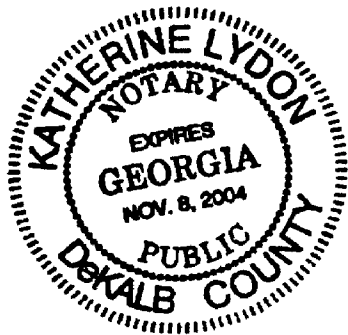
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark and Copyright Collateral Assignment and Security Agreement under seal as of the date and year first written above.

NETCAL, INC.

By: 
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 February 2, 2001, by Richard S. Eiswirth, personally known to me to be the Chief Financial Officer of Netcal, Inc., on behalf of such corporation.




Notary Public

My commission expires: November 8, 2004

(NOTARIAL SEAL)

[Signatures on Following Page]

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: [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 February 2 2001, by Richard S. Eiswirth, personally known to me to be the Chief Financial Officer of Call Me Bill, LLC, on behalf of such limited liability company.



Katherine Lydon
Notary Public

My commission expires: November 8, 2004

(NOTARIAL SEAL)

[Acceptance on Next Page]

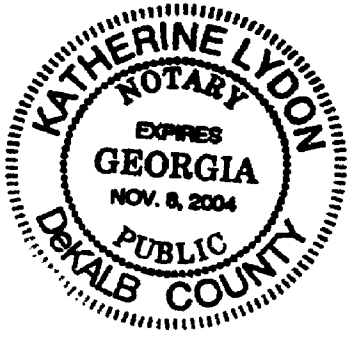
Accepted and agreed to as of the date first written above.

THE INTERCEPT GROUP, INC.,
individually and as Agent

By: *Scott R. Meyerhoff*
Name: _____
Title: _____

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

The foregoing Trademark and Copyright Collateral Assignment and Security Agreement was executed before me as of February 2, 2001, by Scott Meyerhoff, personally known to me to be the CFO + Secretary of The InterCept Group, Inc., on behalf of such entity.



Katherine Lydon
Notary Public
My commission expires: *November 8, 2004*
(NOTARIAL SEAL)

SCHEDULE 1

TRADEMARK COLLATERAL

Owner	Trademark / Servicemark	Type	Serial Number	Registration Number	Registration Date
Netzee, Inc.	Andrew Tobias' Financial Advisor	TM	74-210746	1855088	09/20/94
Netzee, Inc.	Basic Building Blocks	TM	73-429777	1309777	12/18/84
Netzee, Inc.	Home Suite Home	TM	74-516148	1977194	5/28/96
Netzee, Inc.	Financial Snapshot	TM	74-577530	2032667	1/21/97
Netzee, Inc.	Managing Your Money	TM	73-445304	1332652	4/23/85
Netzee, Inc.	Managing Your Money	TM	74-322339	1914583	8/29/95
Netzee, Inc.	Managing Your Money Plus	TM	74-646482	2089600	8/19/97
Netzee, Inc.	Meca	TM	75-027104	2020732	12/3/96
Netzee, Inc.	Meca	TM	73-377869	1261563	12/20/83
Netzee, Inc.	Meca	TM	73-435208	1312113	1/1/85
Netzee, Inc.	Mortgages, Insurance, & More	TM	74-672309	2011546	10/29/96
Netzee, Inc.	MYM	TM	75-027229	2020736	12/3/96
Netzee, Inc.	MYMIC	TM	74-190513	1821972	2/15/94
Netzee, Inc.	Personal Attorney	TM	74-568319	1997491	8/27/96
Netzee, Inc.	Smartfill	TM	75-504666	None	None
Netzee, Inc.	Smartdesk	TM	74-504758	1947492	1/9/96
Netzee, Inc.	Personal Branch	TM/SM	74-403112	1933615	11/7/95
Netzee, Inc.	Personal Branch Computer Banking	SM	74-209744	1712192	9/1/92

Owner	Trademark / Servicemark	Type	Serial Number	Registration Number	Registration Date
Netzee, Inc.	BANC (Banker's Automated Network Connection)	SM		2,155,235	
Netzee, Inc.	PortPro	TM		1,918,991	
Netzee, Inc.	Community Invest (US)	SM/TM	75/902719		
Call Me Bill, LLC	Call Me Bill	SM		2,220,448	01/26/99
Call Me Bill, LLC	Call Me Bill	SM		2198290	10/20/98

SCHEDULE 2

COPYRIGHT COLLATERAL

Owner	Copyright	Registration Number
Netzee, Inc.	PB Server 5.3	TX4-935042
Netzee, Inc.	Web PB	TX4-935054
Netzee, Inc.	Web PB v 2.50	TX4-964-498
Netzee, Inc.	Intelliportal 1.1	TXu-894275
Netzee, Inc.	MoneyScape 1.01	TXu-894276
Netzee, Inc.	Managing Your Money (32 bit) 3.0	TX4-935039
Netzee, Inc.	Managing Your Money (16 bit) 2.1	TX4-935038
Netzee, Inc.	MECA Internet Transaction Server	TX4-935040
Netzee, Inc.	Andrew Tobias Managing Your Money Registration Card	TX2771679
Netzee, Inc.	Basic Building Blocks	PA187815
Netzee, Inc.	Basic Building Blocks	TX1206924
Netzee, Inc.	Check Write Plus User's Guide to IBM Version 1	TX2675455
Netzee, Inc.	Check Write Plus	TX2670646
Netzee, Inc.	Managing Your Money	TX1409076
Netzee, Inc.	Managing Your Money User's Guide for the IBM PC or XT	TX1406714
Netzee, Inc.	Managing Your Money Apple Version 2.0	TX2816809
Netzee, Inc.	Managing Your Money IBM Version 3.0	TX2881305
Netzee, Inc.	Managing Your Money User's Guide For the 192K IBM PC XT, AT 256K PCjr, or PC Convertible	TX2881303
Netzee, Inc.	Managing Your Money User's Guide for the Apple IIE, IIC	TX2881304

Owner	Copyright	Registration Number
Netzee, Inc.	Managing Your Money User's Guide, Apple Version 3	TX2680405
Netzee, Inc.	Managing Your Money User's Guide, Apple Version 4	TX2783541
Netzee, Inc.	Managing Your Money User's Guide, IBM Version 4	TX2680403
Netzee, Inc.	Managing Your Money User's Guide, IBM Version 5	TX2711856
Netzee, Inc.	Managing Your Money, Apple Version 3	TX2844859
Netzee, Inc.	Managing Your Money, Apple Version 4	TX2818589
Netzee, Inc.	Managing Your Money, IBM Version 4	TX2844860
Netzee, Inc.	Managing Your Money, IBM Version 5	TX2785346
Netzee, Inc.	Managing Your Money, IBM Version 6	TX2901638
Netzee, Inc.	The Financial Calculator User's Guide IBM Version 1	TX2680404
Netzee, Inc.	The Financial Calculator, IBM Version	TX2792911
Netzee, Inc.	Remote Banking Project Management Process	TX4670693

TRADEMARK

RECORDED: 11/15/2001

REEL: 002405 FRAME: 0023