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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Internet Billing Company, LTD 5701 Pine Island Road, Suite 240 Tamarac, Florida 33321

2. Name and address of receiving party(ies) Name: InterCept Billing Company, LLC Internal Address: Suite 200 Street Address: 3150 Holcomb Bridge Road City: Norcross State: GA Zip: 30077

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 04/08/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Exhibit A

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

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kyle M. Globerman Internal Address: Nelson Mullins Riley & Scarborough, LLP Street Address: 999 Peachtree Street, NE Suite 1400 City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 11 7. Total fee (37 CFR 3.41): \$ 440.00 [] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 50-1196

DO NOT USE THIS SPACE

9. Signature. Kyle M. Globerman Name of Person Signing

Handwritten signature of Kyle M. Globerman

5/22/02 Date

12

Total number of pages including cover sheet, attachments, and document: 76161436 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/11/2002 DBYRNE 00000149 501196 40.00 CH 250.00 CH

EXHIBIT A

Trademark Application No.:

76/161435
76/267253
76/267254
76/267255
76/274057
76/274058

Trademark Registration No.:

2,143,923
2,052,441
2,216,085
2,247,225
2,463,440

TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement (the "**Agreement**") is entered into as of the ^{8th} day of April, 2002, by and between Internet Billing Company, LTD., having an address at 5701 Pine Island Road Suite 240, Tamarac, Florida 33321 ("**Assignor**"), and InterCept Billing Company, LLC, a Georgia LLC, having an address at 3150 Holcomb Bridge Rd., #200, Norcross, Georgia 30071 ("**Assignee**") as follows:

WHEREAS, Assignor has adopted, used and is using the registered and common law trademark and service mark set forth on Exhibit A (the "**Assigned Marks**"); and

WHEREAS, Assignor is willing to assign all of Assignor's right, title and interest in and to the Assigned Mark, including all goodwill pertaining thereto, to Assignee pursuant to an Asset Purchase Agreement dated March 19, 2002 (the "**Purchase Agreement**"), and Assignee is willing to accept such assignment on the terms and conditions set forth herein and in the Purchase Agreement;

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

1. Transfer of Assigned Mark. Assignor hereby transfers and assigns all of its right, title and interest whatsoever throughout the world in and to the Assigned Marks, all applications to register the Assigned Marks, and all registrations of the Assigned Marks, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to the Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the mark is used, and shall at all times be given access to any and all resources of Assignor necessary to exercise such control.

Assignor covenants not to use or display the Assigned Marks, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Assigned Marks, any applicable registrations thereof or the ownership of the Assigned Marks by Assignee.

2. Warranties. This Assignment is given pursuant to the Purchase Agreement and this Agreement does not abridge the rights and obligations of the parties to the Purchase Agreement.

3. Miscellaneous.

(a) Entire Agreement. The provisions of this Agreement, as supplemented by the Purchase Agreement, constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

(b) Governing Law. THE VALIDITY, CONSTRUCTION, AND PERFORMANCE OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, AS THEY APPLY TO A CONTRACT EXECUTED, DELIVERED AND PERFORMED SOLELY IN SUCH STATE, AND THE LAWS OF THE UNITED STATES OF AMERICA TO THE EXTENT APPLICABLE.

(c) Successors; Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

(signatures on following page)

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first above written.

Internet Billing Company, Ltd., by Internet Billing Corp., its sole general partner

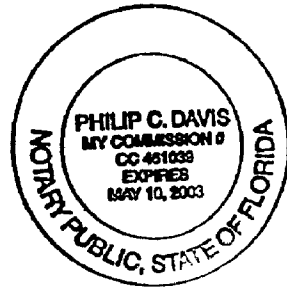
By: [Signature]
Name: Albert J. Angel
Title: President

STATE OF Florida)
COUNTY OF Palm Beach)

Personally appeared before me, Albert J. Angel, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this 5 day of April, 2002.

[Signature]
Notary Public

My Commission Expires: 5-10-2003



InterCept Billing Company, LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, _____, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this ___ day of April, 2002.

Notary Public

My Commission Expires: _____

**ASSIGNED MARKS
EXHIBIT A**

A. UNITED STATES

Registered Marks:

Mark	Serial No.	Date Filed	Reg. No.	Date Registered
IBILL.COM	75/068000	03-05-96	2,143,923	03-17-98
WEB900	75/074856	03-19-96	2,052,441	04-15-97
I (Stylized)	75/348952	08-29-97	2,216,085	01-05-99
I BILL INTERNET BILLING COMPANY (Stylized)	75/348953	08-29-97	2,247,225	05-25-99
INTELLIPRICING	75/825995	10-19-99	2,463,440	06-26-01

Pending Applications:

Mark	Serial No.	Date Filed
I BILL INTERNET BILLING COMPANY (Stylized)	76/161435	11-07-00
I PAY INTERNET BILLING COMPANY (Stylized)	76/267253	06-05-01
IPAY.COM	76/267254	06-05-01
IPAY	76/267255	06-05-01
REVSHARE	76/274057	06-20-01
IBILL	76/274058	06-20-01

B. CANADA

Mark	Serial No.	Date Filed	Reg. No.	Date Registered
WEB900	0820476	08-08-96	TMA- 479887	08-08-97

C. EUROPEAN COMMUNITY

Mark	Serial No.	Date Filed
IBILL	001948017	11-10-00
REVSHARE	002269124	06-21-01
I PAY INTERNET BILLING COMPANY (Stylized)	002352698	11-09-01
IPAY	002343937	08-17-01
WEB900	002432086	10-30-01

D. EUROPEAN COMMUNITY

Mark	Serial No.	Date Filed
IBILL	1082233	11-10-00

E. COMMON LAW MARKS

Processing Plus
Processing Plus Gateway
Processing Plus Subscription
IntelliPricing

TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement (the "Agreement") is entered into as of the 8th day of April, 2002, by and between Internet Billing Company, LTD., having an address at 5701 Pine Island Road Suite 240, Tamarac, Florida 33321 ("Assignor"), and InterCept Billing Company, LLC, a Georgia LLC, having an address at 3150 Holcomb Bridge Rd., #200, Norcross, Georgia 30071 ("Assignee") as follows:

WHEREAS, Assignor has adopted, used and is using the registered and common law trademark and service mark set forth on Exhibit A (the "Assigned Marks"); and

WHEREAS, Assignor is willing to assign all of Assignor's right, title and interest in and to the Assigned Mark, including all goodwill pertaining thereto, to Assignee pursuant to an Asset Purchase Agreement dated March 19, 2002 (the "Purchase Agreement"), and Assignee is willing to accept such assignment on the terms and conditions set forth herein and in the Purchase Agreement;

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

1. Transfer of Assigned Mark. Assignor hereby transfers and assigns all of its right, title and interest whatsoever throughout the world in and to the Assigned Marks, all applications to register the Assigned Marks, and all registrations of the Assigned Marks, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to the Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the mark is used, and shall at all times be given access to any and all resources of Assignor necessary to exercise such control.

Assignor covenants not to use or display the Assigned Marks, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Assigned Marks, any applicable registrations thereof or the ownership of the Assigned Marks by Assignee.

2. Warranties. This Assignment is given pursuant to the Purchase Agreement and this Agreement does not abridge the rights and obligations of the parties to the Purchase Agreement.

3. Miscellaneous.

(a) Entire Agreement. The provisions of this Agreement, as supplemented by the Purchase Agreement, constitute the **entire agreement** between the parties **and** supersede all prior agreements, oral or written, and **all other** communications relating to the subject matter hereof.

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(c) Successors; Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

(signatures on following page)

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first above written.

Internet Billing Company, Ltd., by Internet Billing Corp., its sole general partner

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, _____, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this ___ day of April, 2002.

Notary Public

My Commission Expires: _____

InterCept Billing Company, LLC

By: Scott R. Meyerhoff
Name: Scott R. Meyerhoff
Title: Chief Financial Officer and Secretary

STATE OF Georgia)
COUNTY OF Gwinnett)

Personally appeared before me, Scott R. Meyerhoff, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this 8th day of April, 2002.

Rebecca N. Uzowu
Notary Public

My Commission Expires: October 2, 2004

**ASSIGNED MARKS
EXHIBIT A**

A. UNITED STATES

Registered Marks:

Mark	Serial No.	Date Filed	Reg. No.	Date Registered
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