

6/4/02

06-12-2002



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

RECORD & TRADEMARK

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):
 iBill Technologies, LLC
 5701 Pine Island Road, Suite 240
 Tamarac, Florida 33321

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other a Florida Limited Liability Company

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

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: 30007

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other a Georgia Limited Liability Company

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: 04/08/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75/735,972

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 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

Signature

5/22/02
 Date

9

06/11/2002 DBYRNE 01 FC:481

00000147 501196 75735972
 40.00 CH

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

TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement (the "**Agreement**") is entered into as of the 8th day of April, 2002, by and between iBill Technologies, LLC., a Florida limited liability company, 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 Mark**"); 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 Mark, all applications to register the Assigned Mark, and all registrations of the Assigned Mark, together with the goodwill of all business connected with the use of and symbolized by the Assigned Mark, 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 Mark. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Mark 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 Mark, 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 Mark, 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 Mark, any applicable registrations thereof or the ownership of the Assigned Mark 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.

iBill Technologies, LLC

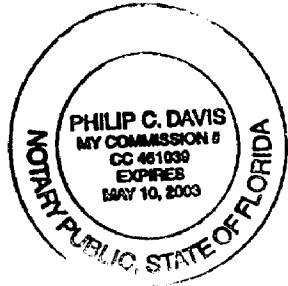
By: [Signature]
Name: Albert J. Angel
Title: Chairman

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: _____

TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement (the "Agreement") is entered into as of the 8th day of April, 2002, by and between iBill Technologies, LLC., a Florida limited liability company, 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 Mark"); 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 Mark, all applications to register the Assigned Mark, and all registrations of the Assigned Mark, together with the goodwill of all business connected with the use of and symbolized by the Assigned Mark, 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 Mark. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Mark 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 Mark, 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 Mark, 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 Mark, any applicable registrations thereof or the ownership of the Assigned Mark 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.

**EXHIBIT A
ASSIGNED MARK**

Mark	Application No.	Filing Date
APPSERV	75/735972	06-04-99

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.

iBill Technologies, 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: _____

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. Uzowike
Notary Public

My Commission Expires: October 2, 2004

**EXHIBIT A
ASSIGNED MARK**

Mark
APPSERV

Application No.
75/735972

Filing Date
06-04-99