

FORM PTO-1594 (Rev. 6-93) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94) **TRADEMARKS ONLY** 5709

Tab settings ⇌ ⇌

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


<p>1. Name of conveying party(ies): PAYMYBILLS.COM, INC.</p> <p>Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation - State of Delaware Other _____</p> <p>Additional name(s) of conveying party(ies) attached? Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Metavante Corporation</u> Internal Address: Street Address: <u>4900 W. Brown Deer Road</u> City: <u>Brown Deer</u> State: <u>WI</u> Zip: <u>53224-9004</u></p> <p>Individual(s) citizenship Association <input type="checkbox"/> General Partnership <input type="checkbox"/> <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation - State of Wisconsin <input type="checkbox"/> Limited Liability Company</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes <input type="checkbox"/> No <input type="checkbox"/> (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other</p> <p>Execution Date: <u>July 26, 2002</u></p>	

<p>4. Application number(s) or patent number(s): A. Trademark Application No.(s) <u>75/819,478</u></p>	<p>B. Trademark Registration No.(s) <u>2,424,905</u> <u>2,368,921</u> <u>2,438,231</u></p> <p>Additional numbers attached? Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Leslie S. Miller, Esq.</u> Internal Address: <u>Reinhart Boerner Van Deuren s.c.</u> <u>1000 North Water Street, Suite 2100</u> <u>Milwaukee, WI 53202</u></p> <p>Street Address: _____ City: _____ State: _____ Zip: _____</p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 3.41) \$115.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.</p> <p>8. Deposit account number: <u>18-0882</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

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  September 4, 2002
 Name of Person Signing Signature Date

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

896021

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

TRADEMARK ASSIGNMENT

WHEREAS, PAYTRUST, INC., a Delaware corporation ("Paytrust"), is the owner of the trademarks listed in attached Schedule A for which it has applied or been granted United States or foreign trademark registrations or which are common law trademarks;

WHEREAS, PAYMYBILLS.COM, INC., a Delaware corporation, "Paymybills.com") (Paytrust and Paymybills.com are individually referred to as an "Assignor" and collectively referred to as "Assignors") is the owner of the trademarks listed in the attached Schedule B for which it has applied or been granted United States or foreign trademark registrations or which are common law trademarks (such trademarks, together with the trademarks listed in Schedule A, the "Trademarks");

WHEREAS, METAVANTE CORPORATION, a Wisconsin corporation ("Assignee"), is acquiring pursuant to that certain Agreement for Purchase and Sale of Assets, dated as of July 1, 2002 by and between Paytrust and Assignee (the "Purchase and Sale Agreement"), all of the assets of Paytrust relating to the Business (as defined in the Purchase and Sale Agreement); and

WHEREAS, in connection with such Purchase and Sale Agreement, Assignee shall acquire all rights throughout the world in and to the Trademarks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration as set forth in the Purchase and Sale Agreement, receipt of which is hereby acknowledged, each Assignor does hereby sell, assign, and transfer unto Assignee all of such Assignor's right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

This Trademark Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Wisconsin except with respect to matters relating to corporate law governing Paytrust, which shall be governed by the laws of the State of Delaware, including, without limitation, any Delaware law related to the fiduciary obligations of Paytrust's Board of Directors.

This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Trademark Assignment. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile shall be effective as delivery of a manually executed counterpart to this Trademark assignment.

ASSIGNORS:

Dated this ___ day of _____, 2002.

PAYTRUST, INC.

By: _____

Name: _____

Title: _____

Dated this ___ day of _____, 2002.

PAYMYBILLS.COM, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

Dated this 26th day of July, 2002.

META VANTE CORPORATION

By: Michael D. Hayford

Name: Michael D. Hayford

Title: EUP & CFO

ASSIGNORS:

Dated this 26th day of July, 2002.

PAYTRUST, INC.

By: Kenneth J. [Signature]

Name: Kenneth J. [Signature]

Title: CFO

ASSIGNEE:

Dated this ___ day of _____, 2002.

METAVANTE CORPORATION

By: _____

Name: _____

Title: _____

Dated this 26th day of July, 2002.

PAYMYBILLS.COM, INC.

By: Kenneth J. [Signature]

Name: Kenneth J. [Signature]

Title: CFO Treasurer

STATE OF New Jersey)
)
COUNTY OF Mercer)

On this 26th day of July, 2002, before me appeared Kenneth Zeng, the person who signed this instrument, who acknowledged that he/she is Chief Financial Officer of Paytrust, Inc., a Delaware corporation, and that he/she signed above as authorized to act on behalf of Paytrust, Inc.

Virginia Richmond
Notary Public

VIRGINIA RICHMOND
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 25, 2006

STATE OF New Jersey)
)
COUNTY OF Mercer)

On this 26th day of July, 2002, before me appeared Kenneth Zeng, the person who signed this instrument, who acknowledged that he/she is Treasurer of Paymybills.com, Inc., a Delaware corporation, and that he/she signed above as authorized to act on behalf of Paymybills.com, Inc.

Virginia Richmond
Notary Public

VIRGINIA RICHMOND
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 29, 2006

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)

On this 26th day of July, 2002, before me appeared

Michael Jeffrey Ford, the person who signed this instrument, who

acknowledged that he/she is Executive Vice President & CFO of Metavante Corporation, a

Wisconsin corporation, and that he/she signed above as authorized to act on behalf of

Metavante Corporation.

Bill M. Ford expires 8-22-04
Notary Public

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SCHEDULE A

SERIAL NO.	APPLICATION DATE	MARK
76/181,204 (U.S.)	December 14, 2000	SMART
76/181,205 (U.S.)	December 14, 2000	SMARTBILL
1058513 (Canada)	May 11, 2000	PAY YOUR BILLS IN NANOSECONDS
1058514 (Canada)	May 11, 2000	PAYTRUST
1058511 (Canada)	May 11, 2000	Floating Check Design
1058512 (Canada)	May 11, 2000	PAYTRUST.COM
1066392 (Canada)	July 7, 2000	SMARTBALANCE
2,325,924 (U.S.)	March 7, 2000	PAYTRUST
2,387,879 (U.S.)	September 19, 2000	Floating Check Design
2,391,690 (U.S.)	October 3, 2000	PAY YOUR BILLS IN NANOSECONDS
2,410,725 (U.S.)	December 5, 2000	SMARTBALANCE
001211903 (European Community)	June 18, 1999	PAYTRUST

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SCHEDULE B

SERIAL NO.	APPLICATION DATE	MARK
75/819,478 (U.S.)	October 12, 1999	PAYYOURBILLS.COM
1055585 (Canada)	April 18, 2000	PAYMYTAXES.COM
1055586 (Canada)	April 18, 2000	PAYMYTAXES.COM
2,424,905 (U.S.)	January 30, 2001	LIVE LIFE! WE'LL PAY THE BILLS
2,368,921 (U.S.)	July 18, 2000	LIVE LIFE! WE'LL PAY THE BILLS
2,438,231 (U.S.)	March 27, 2001	LIVE LIFE! WE'LL PAY THE BILLS

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