

07-19-2002



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

102161113 TRADEMARKS ONLY

U.S. 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, LLC
7-16-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other a Georgia limited liability company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
WACHOVIA BANK, NATIONAL ASSOCIATION,
Name as successor-in-interest to FIRST UNION NATIONAL BANK
Internal Address: 6th Floor
Street Address: 999 Peachtree Street
City: Atlanta State: GA Zip: 30309
Individual(s) citizenship
Association a National Association
General Partnership
Limited Partnership
Corporation-State
Other
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: 05/24/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/068,000
75/074,856
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: Eric J. Hanson, Esq.
Internal Address: Smith, Gambrell & Russell, LLP
Suite 3100, Promenade II
Street Address: 1230 Peachtree Street, N.E.
City: Atlanta State: GA Zip: 30309-3592

6. Total number of applications and registrations involved: 20
7. Total fee (37 CFR 3.41) \$ 515.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Eric J. Hanson
Name of Person Signing
Signature
Date July 9, 2002

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

OFFICE OF PUBLIC RECORDS
2002 JUL 16 PM 3:47
FINANCE SECTION

07/18/2002 TDIAZ1

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

01 FC:481
02 FC:482

40.00 OP
475.00 OP

TRADEMARK
REEL: 002545 FRAME: 0307

**Attachment to Recordation Form Cover Sheet  
to Record Trademark Security Agreement  
between**

**INTERNET BILLING COMPANY, LLC  
(Conveying Party)**

and

**WACHOVIA BANK, NATIONAL ASSOCIATION  
as successor-in-interest to  
FIRST UNION NATIONAL BANK  
(Receiving Party)**

**4. Application number(s) or registration number(s):**

| <b>A. Trademark Application No.(s)</b> | <b>B. Trademark Registration No.(s)</b> |
|--|---|
| 75/348,952                             |   |
| 75/348,953                             |   |
| 75/825,995                             |   |
| 75/161,435                             |   |
| 76/267,253                             |   |
| 76/267,254                             |   |
| 76/267,255                             |   |
| 76/274,057                             |   |
| 76/274,058                             |   |
| 75/735,972                             |   |
| 75/069,715                             |   |
| 75/354,119                             |   |
| 75/741,992                             |   |
| 75/751,830                             |   |
| 75/751,831                             |   |
| 75/795,756                             |   |
| 75/795,757                             |   |
| 75/825,996                             |   |

LIT766557.1

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2002, by INTERNET BILLING COMPANY, LLC, a Georgia limited liability company ("Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, as successor-in-interest to FIRST UNION NATIONAL BANK ("Lender").

### WITNESSETH:

WHEREAS, pursuant to (i) that certain Amended and Restated Credit Agreement, dated as of December 21, 2001, by and among Grantor, the other Borrowers signatory thereto, the other Persons signatory thereto as Credit Parties and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), and (ii) that certain Joinder Agreement, dated of even date herewith (the "Joinder Agreement"), among Grantor, the other New Borrowers signatory thereto, Borrowers and Lender, Lender has agreed to make certain Loans to Grantor and the other Borrowers;

WHEREAS, Lender is willing to enter into the Joinder Agreement and to continue to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of the Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

CORP/875375.1

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTERNET BILLING COMPANY, LLC

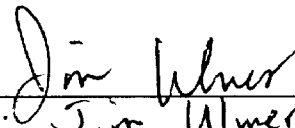
By: InterCept, Inc., its sole member and manager

By:   
Name: Scott R. Meyerhoff

Title: Chief Financial Officer, Senior Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA BANK, NATIONAL ASSOCIATION, as successor-in-interest to FIRST UNION NATIONAL BANK

By:   
Name: Jim Ulmer  
Title: Sr. Vice Pres. and



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS  
OWNED BY INTERNET BILLING COMPANY, LLC

**Registered Service Marks and Applications**

| <u>MARK</u>                               | <u>SERIAL NUMBER</u> | <u>REGISTRATION ISSUED OR APPLICATION FILED</u> | <u>REGISTRATION NUMBER</u> |
|---|----------------------|---|----------------------------|
| IBILL.COM                                 | 75/068000            | 03/17/98  | 2143923                    |
| WEB900                                    | 75/074856            | 04/15/97  | 2052441                    |
| I (stylized)                              | 75/348952            | 01/05/99  | 2216085                    |
| IBILL INTERNET BILLING COMPANY (stylized) | 75/348953            | 05/25/99  | 2247225                    |
| INTELLIPRICING                            | 75/825995            | 06/26/01  | 2463440                    |
| IBILL INTERNET BILLING COMPANY (stylized) | 75/161435            | 11/07/00  | Pending                    |
| IPAY INTERNET BILLING COMPANY (stylized)  | 76/267253            | 06/05/01  | Pending                    |
| IPAY.COM                                  | 76/267254            | 06/05/01  | Pending                    |
| IPAY                                      | 76/267255            | 06/05/01  | Pending                    |
| REVSHARE                                  | 76/274057            | 06/20/01  | Pending                    |
| IBILL                                     | 76/274058            | 06/20/01  | Pending                    |
| APPSERV                                   | 75/735972            | 06/04/99  | Pending                    |
| INTERNET BILLING CORPORATION              | 75/069715            | 03/05/96  | Pending                    |
| THE FUTURE OF ONLINE COMMERCE             | 75/354119            | 09/09/97  | Pending                    |
| IBILL                                     | 75/741992            | 07/01/99  | Pending                    |

| <u>MARK</u>       | <u>SERIAL NUMBER</u> | <u>REGISTRATION ISSUED OR APPLICATION FILED</u> | <u>REGISTRATION NUMBER</u> |
|-------------------|----------------------|---|----------------------------|
| CREATING COMMERCE | 75/751830            | 07/15/99  | Pending                    |
| IBUY-IT           | 75/751831            | 07/15/99  | Pending                    |
| SHOPEASY          | 75/795756            | 09/10/99  | Pending                    |
| SHOPEASY.COM      | 75/795757            | 09/10/99  | Pending                    |
| REVSHARE          | 75/825996            | 10/19/99  | Pending                    |