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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Conveying Party

Mark if additional names of conveying parties attached

Name NETWORK DATA PROCESSING CORPORATION

Execution Date
Month Day Year
04/14/1998

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization IOWA

Receiving Party

Mark if additional names of receiving parties attached

Name FISERV SOLUTIONS, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 255 FISERV DRIVE

Address (line 2) P.O. BOX 979

Address (line 3) BROOKFIELD WI 53008-0979
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization WISCONSIN

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.)

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FOR OFFICE USE ONLY

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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

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="1,705,762"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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:

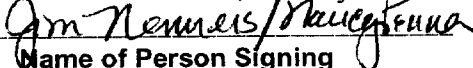
Yes

No

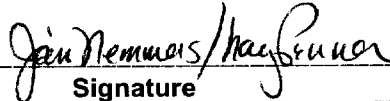
Statement and Signature

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.

James Nemmers/ Nancy Penner



Name of Person Signing



Signature

8-1-02

Date Signed

IOWA

No. W00178768
Date: 04/15/1998

SECRETARY OF STATE

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FISERV SOLUTIONS, INC.

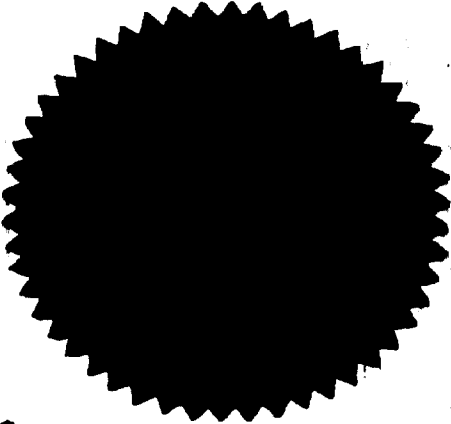
ACKNOWLEDGMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document:

Articles of Merger

The document was filed on April 14, 1998, at 02:11 PM, to be effective as of April 14, 1998, at 02:11 PM.

The amount of \$50.00 was received in full payment of the filing fee.



SECRETARY OF STATE



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**ARTICLES OF MERGER
OF
FISERV SOLUTIONS, INC.**

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to Iowa Code Section 490.1101 et. seq., the undersigned corporation adopts the following Articles of Merger.

1. Fiserv Solutions, Inc. is a Wisconsin corporation and this merger complies with applicable Wisconsin corporation law.
2. The Plan and Agreement of Merger of Network Data Processing Corporation with and into Fiserv Solutions, Inc. (the surviving corporation) is attached as Exhibit A.
3. Pursuant to applicable Wisconsin law, the approval of the shareholders holding a majority of the outstanding stock of Fiserv Solutions, Inc. is required. All of the 100 outstanding shares of Fiserv Solutions, Inc. common stock have been voted in favor of the merger.
4. Upon the recommendation of the Board of Directors of Network Data Processing Corporation to approve the merger, the shareholders of Network Data Processing Corporation approved the merger by majority vote of the shareholders. Network Data Processing Corporation has only one class of stock outstanding, of which 79 1/2 shares voted in favor of the merger and 2 shares voted against the merger.
5. The merger shall become effective on the first date that Articles of Merger are filed with the Department of Financial Institutions of the State of Wisconsin and these Articles of Merger are filed with the Iowa Secretary of State.

535917 MERG10 \$50.00 DJC

Date: April 14, 1998

FISERV SOLUTIONS, INC.

By: Charles W. Sprague
CHARLES W. SPRAGUE, SECRETARY

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EXHIBIT A

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement") is made and entered into the 14th day of April, 1998 by and between FISERV SOLUTIONS, INC., a Wisconsin corporation ("Fiserv Solutions"), and NETWORK DATA PROCESSING CORPORATION, an Iowa corporation ("NDPC").

RECITALS

WHEREAS, Fiserv Solutions is a corporation duly organized and existing under the laws of the State of Wisconsin, with authorized capital stock of 1,000 shares of common stock, \$.01 par value per share, and 100 shares of common stock issued and outstanding; and

WHEREAS, NDPC is a corporation duly organized and existing under the laws of the State of Iowa, with authorized capital stock of 100,000 shares of common stock, \$100 par value, and 9,768 shares of common stock issued and outstanding; and

WHEREAS, the Board of Directors of Fiserv Solutions has determined that it is advisable and generally to the advantage and welfare of Fiserv Solutions and its shareholders, and the Board of Directors of NDPC has determined that it is advisable and generally to the advantage and welfare of NDPC and its shareholders, that NDPC be merged with and into Fiserv Solutions on the terms and conditions hereinafter set forth; and

WHEREAS, the Boards of Directors of Fiserv Solutions and NDPC, by resolutions duly adopted, have recommended to the Shareholders and approved and adopted this Agreement; and

WHEREAS, the shareholders of Fiserv Solutions and NDPC have duly approved this Agreement;

NOW, THEREFORE, Fiserv Solutions and NDPC, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of the State of Wisconsin and the State of Iowa hereby agree as follows:

AGREEMENT

1. Merger. At the Effective Time (as hereinafter defined), NDPC shall be merged (the "Merger") with and into Fiserv Solutions (hereinafter sometimes the "Surviving

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Corporation"; with NDPC, the "Constituent Corporations") on the terms and conditions hereinafter set forth as permitted by and in accordance with the Wisconsin Business Corporation Law and the Iowa Business Corporation Act. Upon and after the Effective Date: (a) NDPC shall merge with and into the Surviving Corporation; (b) the separate existence of NDPC shall cease; (c) the shares of NDPC shall be converted as provided in this Agreement; (d) the former holders of such shares are entitled only to the rights provided in this Agreement or to the rights provided under Iowa Business Corporation Act (Chapter 490, Iowa Statutes); and (e) the Merger shall otherwise have the effect provided under the applicable laws (i) of the State of Wisconsin (including Wisconsin Business Corporation Law Section 180.1106) and (ii) of the State of Iowa (including Iowa Business Corporation Act, Section 490.1101 et seq.).

If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or right of the Constituent Corporations acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Constituent Corporations agree that the Surviving Corporation and its proper officers and directors shall and will execute and deliver all such property, deeds, assignments and assurances in law and do all acts necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, and that the proper officers and directors of the Constituent Corporations and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Constituent Corporations or otherwise to take any and all such action.

2. Name of Surviving Corporation. The name of the Surviving Corporation is to remain Fiserv Solutions, Inc.

3. Location of the Principal Office of Surviving Corporation. The Principal Office of Surviving Corporation shall be:

255 Fiserv Drive
Brookfield, WI 53045

and

P.O. Box 979
Brookfield, WI 53008-0979

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4. Purpose of Surviving Corporation. Fiserv Solutions will conduct or engage in any lawful activity under the laws of any state in which it is qualified.

5. Articles of Incorporation and Bylaws.

(a) The Articles of Incorporation of Fiserv Solutions, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the Articles of Incorporation of Surviving Corporation following the Effective Time until changed or amended.

(b) The By-laws of Fiserv Solutions, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the By-laws of Surviving Corporation following the Effective Time until changed or amended.

6. Directors and Officers.

(a) From and after the Effective Time, the members of the Board of Directors of the Surviving Corporation shall consist of the members of the Board of Directors of Fiserv Solutions (as constituted immediately prior to the Effective Time) until changed in accordance with its Articles of Incorporation and By-laws and applicable law.

(b) From and after the Effective Time, the officers of the surviving Corporation shall consist of the officers of Fiserv Solutions (as constituted immediately prior to the Effective Time) until changed in accordance with its Articles of Incorporation and By-laws and applicable law.

7. Conversion of Shares. The manner of converting the issued and outstanding shares of NDPC shall be as follows:

(a) Fiserv Solutions is a wholly-owned subsidiary of Fiserv, Inc. The Merger shall not effect a change in any of the issued and outstanding shares of stock of Fiserv Solutions and none of such shares shall be exchanged or converted as a result of the Merger. Surviving Corporation shall not issue any of its capital stock as a result of the Merger.

(b) Upon the Effective Time, each share of NDPC Common Stock issued and outstanding immediately prior to the Effective Time, except shares held in the treasury of the Company, which shall be cancelled, and shares as to which dissenters' rights have been properly exercised, shall, without any further action on the part of Fiserv or Fiserv Solutions, on the one hand, or the Company, on the other hand, be converted into the right to receive such number of shares of Fiserv Common Stock as shall equal the quotient (the "Exchange Ratio") of (i) the quotient of

(A) the NDPC Stock Value (as hereinafter defined) divided by (B) the sum of (I) the number of shares of NDPC Common Stock outstanding at the Effective Time and (II) the number of shares of NDPC Common Stock covered by options ("Options") to purchase NDPC Common Stock outstanding at the Effective Time, divided by (i) an amount equal to the average closing price of Fiserv Common Stock, \$.01 par value, as reported on the National Market System by NASDAQ (as reported in The Wall Street Journal) for the 20 business days ending on the second business day prior to the Effective Time.

The term "NDPC Stock Value" shall mean the difference of (i) \$22,500,000, minus (ii) the NDPC Merger Costs (as hereinafter defined). The term "NDPC Merger Costs" shall mean the aggregate of all accounting (which shall not include regular audit fees), legal, printing, filing, financial advisory (including finders' fees) and other fees and expenses of NDPC and Taxes (as hereinafter defined) assessed in connection with the transactions contemplated hereby, in each case incurred or anticipated to be incurred in connection with the Merger, all estimated and agreed to by the parties two business days prior to the Effective Time.

At any time after the Effective Time, each shareholder shall be entitled, upon surrender of any certificate or certificates which formerly represented shares of NDPC Common Stock outstanding on the Effective Time to Firststar Trust Company, Milwaukee, Wisconsin, the Exchange Agent appointed by Fiserv, to receive a certificate or certificates representing the number of shares of Fiserv Common Stock into which the shares of NDPC Common Stock theretofore represented by the certificate or certificates so surrendered shall have been converted as provided above. If any certificate representing shares of Fiserv Common Stock is to be made in a name other than that in which the certificate theretofore surrendered for exchange is registered, it shall be a condition of such exchange that the certificate so surrendered be properly endorsed or otherwise in proper form for transfer and that the person requesting such transfer either pay to Fiserv any transfer or other Taxes required by reason of the transfer to a person other than the registered holder of the certificate surrendered or establish to the satisfaction of Fiserv that such Tax has been paid or is not payable.


8. Effective Time. The Merger shall become effective immediately upon the close of business on April 14, 1998 (the "Effective Time").


9. Articles of Merger. The appropriate officers of Fiserv Solutions and NDPC shall prepare and execute Articles of Merger as required by the Wisconsin Business Corporation Law and the Iowa Business Corporation Act and shall file such Articles of Merger with the Wisconsin Department of Financial Institutions

and the Iowa Secretary of State. Such officers are further authorized to do any and all other things necessary to effectuate the Merger.


IN WITNESS WHEREOF, the parties hereto have executed this Plan and Agreement of Merger as of the date first above written.


FISERV SOLUTIONS, INC.

By 
Leslie M. Numa
President

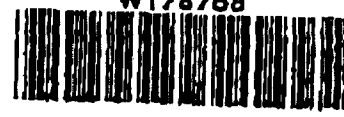
By 
Charles W. Sprague
Secretary

NETWORK DATA PROCESSING CORPORATION

By 
Howard F. Arner
President

By 
David R. Antin
Secretary

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SECRETARY OF STATE
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