

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)
Tab settings ⇄

TRADEMARKS ONLY

7254, 7255

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

1. Name of conveying party(ies):

Paytru\$, Inc.

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Metavante Corporation

Internal Address: _____

Street Address: 4900 West Brown Deer Road

City: Milwaukee State: WI Zip: 53224-9004

- Individual(s) citizenship _____
- Association _____
- General Partnership
- Limited Partnership
- Corporation - Wisconsin
- 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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 9, 2002

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

76/352,949

76/352,947

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kent A. Lee, Esq.

Internal Address: Suite 2100

Street Address: Reinhart Boerner Van Deuren s.c.

1000 North Water Street

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41)

\$ 65.00

- Enclosed
- Authorized to be charged to deposit account
- Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:

18-0882

(Attach duplicate copy of this page if paying by deposit account)

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.

Kent A. Lee



December 20, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [3]

932919

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 2023

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 for or been granted United States trademark registrations;

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.

ASSIGNOR:

Dated this 9th day of December, 2002.

PAYTRUST, INC.

 By: Kenneth A. Deng

 Name: Kenneth A. Deng

 Title: CFO
ASSIGNEE:

Dated this 20 day of Dec, 2002.

METAVANTE CORPORATION

 By: W.S. Dryburgh

 Name: W.S. Dryburgh

 Title: Vice President

SCHEDULE A

SERIAL NO.	APPLICATION DATE	MARK
76/352949	December 28, 2001	PAYTRUST PRESENT EVERYTHING
76/352947	December 28, 2001	PRESENT EVERYTHING