

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is made as of the 15th day of November, 2002, between **Clareon Corporation**, a corporation of Delaware, U.S.A. having a principal place of business at 25 Pearl Street, Portland, ME 04101, U.S.A. (the "Assignor") and **FleetBoston Financial Corporation**, a corporation of Rhode Island, U.S.A. having a principal place of business at 100 Federal Street, Boston, MA 02110, U.S.A. (the "Assignee").

WHEREAS, the Assignor is the owner of the trademarks listed on Schedule A hereto (the "Trademarks").

WHEREAS, the Assignor has agreed to assign the Trademarks to the Assignee, and the Assignee has agreed to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, set over and transfer to the Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks and any and all United States Patent and Trademark Office registrations therefor as set forth herein, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the full end of the term or terms for which registration of the Trademarks may be granted or renewed, to the same extent as the Assignor would hold and enjoy if this Agreement and sale had not been made; together with all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

The Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment and sale. The Assignor further agrees to execute any and all applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such rights, and also agrees, at the request of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain, maintain and enforce protection for said Trademarks in all countries.

The Assignor also hereby grants the law firm of Edwards & Angell, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

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TRADEMARK
REEL: 002628 FRAME: 0831

SCHEDULE A

MARK

STATUS/APPLICATION NO.

Clareon (wordmark)	Registered/2605501
Clareon	Registered/2608020
Paymode	Registered/2605655

The following Paymode logo:

