

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Paylinx Corporation		06/16/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CyberSource Corporation
Street Address:	1295 Charleston Road
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number
Serial Number:	75427237
Registration Number:	2144171

CORRESPONDENCE DATA

Fax Number: (415)268-7522

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415 268 6538

Email: ERicci@mofo.com

Correspondent Name: Jennifer Lee Taylor/Elayne G. Ricci

Address Line 1: 425 Market Street

Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:

335862400100

NAME OF SUBMITTER:

Elayne G. Ricci

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TRADEMARK
REEL: 002688 FRAME: 0603

Total Attachments: 1
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of June 16, 2003 (the "Effective Date") by and between Paylinx Corporation ("Assignor"), a Delaware corporation with its principal place of business at 1295 Charleston Road, Mountain View, CA 94043, and CyberSource Corporation ("Assignee"), a California corporation with its principal place of business at 1295 Charleston Road, Mountain View, CA 94043 (referred to collectively as the "Parties" and individually as a "Party").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademarks PAYLINX (Stylized), United States Registration No. 2,144,171, for goods in International Class 9 identified as "computer programs for use in interactive credit card processing," and PAYLINX, United States Trademark Application Serial No. 75/427,237, for goods in International Class 9 identified as "computer programs for use in interactive credit card processing" (the "Marks"), to the United States Trademark Registration for PAYLINX (Stylized), United States Registration No. 2,144,171 (the "Registration"), and to the goodwill and reputation of the business connected with and symbolized by these trademarks and this registration;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Marks and the Registration to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. **Assignment.** Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Marks and the Registration, together with all goodwill associated therewith, effective upon Assignor's receipt of all payments due hereunder. Assignor shall execute such written instruments and extend such other cooperation as may be reasonably necessary to convey the Marks and the Registration to Assignee.

2. **Payment.** As full payment for the assignment of the Marks and the Registration, Assignee shall pay to Assignor the sum of one United States dollars (US\$1.00) on the Effective Date.

3. **Miscellaneous.** This Agreement is made under and shall be construed in accordance with the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Parties. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNEE

By: Steven Pallizer
Name: Steven Pallizer
Title: CEO

ASSIGNOR

By: W. S. McKernan
Name: William S. McKernan
Title: Chairman + CEO