

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Assignment of Loan and Loan Documents
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, NA		12/18/2002	National Banking Association: UNITED STATES

RECEIVING PARTY DATA	
Name:	eOne Global, LP
Composed Of:	composed of eOne Global LLC, a Delaware corporation
Street Address:	851 Napa Valley Corporate Way
City:	Napa
State/Country:	CALIFORNIA
Postal Code:	94558
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3	
Property Type	Number
Registration Number:	2747854
Registration Number:	2534669
Registration Number:	2520917

CORRESPONDENCE DATA	
Fax Number:	(202)637-3593
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-383-0418
Email:	rlaforte@sablaw.com
Correspondent Name:	Rene M. LaForte
Address Line 1:	1275 Pennsylvania Ave., NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	34250-0657
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NAME OF SUBMITTER:	Rene M. LaForte
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CH \$90.00 2747854

Total Attachments: 8

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ASSIGNMENT OF LOAN DOCUMENTS

This Assignment of Loan Documents (the "Agreement") is made as of the 18th day of December, 2002, by and between PNC BANK, NATIONAL ASSOCIATION, a national banking association with offices located at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("Assignor"), and eONE GLOBAL, LP, a Delaware limited partnership with its chief executive office located at 851 Napa Valley Corporate Way, Napa, California 94558 (the "Assignee").

WHEREAS, Assignor is the holder of a certain loan (the "Loan") made by Assignor to BillingZone, LLC (the "Borrower"), as evidenced by a certain promissory note (the "Note") and other agreements, instruments and documents executed and delivered in connection with the Note, as described on Schedule "A" attached hereto and made a part hereof (all of which are collectively referred to as the "Loan Documents"); and

WHEREAS, Assignor desires to transfer all of its right, title and interest in the Loan and the Loan Documents to Assignee on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the Payoff Sum (as hereinafter defined) paid by Assignee to Assignor, and for other good and valuable consideration, receipt of which is hereby acknowledged, and with the intent to be legally bound hereby, the Assignor and the Assignee agree as follows:

Section 1. Definitions. All defined terms used herein which are not defined herein shall have the meaning given them in the Note or the other Loan Documents.

Section 2. Assignment. The Assignor hereby sells and assigns to the Assignee, without recourse and without representation or warranty of any kind whatsoever, except as expressly set forth herein, and the Assignee hereby purchases and assumes from the Assignor, all of the Assignor's right, title and interest in and to, the Note and the other Loan Documents, and all other rights and obligations appurtenant to the Loan Documents.

On the Effective Date (as hereinafter defined), the Assignor shall endorse (without recourse and without any representation or warranty of any kind whatsoever) the Note to the order of the Assignee as follows: "Pay to the order of eONE Global, LP, without recourse and without any warranties or representations, express or implied, statutory or otherwise, except those set forth in the Assignment of Loan Documents dated as of December 18, 2002", and deliver to the Assignee the original endorsed Note and the originals of the other Loan Documents.

Section 3. Representations and Warranties of the Assignor. The Assignor represents and warrants that (i) Assignor is legally authorized to enter into and perform this Agreement, (ii) Assignor has not assigned, transferred or otherwise disposed of the Loan and the Loan Documents, or any interest in them, to any other person, and has not agreed to do so, and (iii) Assignor's interest in the Loan and the Loan Documents is free and clear of any liens and/or

security interests granted or created by Assignor. Assignor makes no representation or warranty and assumes no responsibility or liability with respect to: (i) the collectability of the Loan Documents; (ii) any statements, warranties or representations made by the Borrower or any other person in, or in connection with, any of the Loan Documents; (iii) the execution, legality, validity, enforceability, genuineness, perfection, sufficiency or value of any of the Loan Documents, any other instrument or document furnished pursuant thereto, any obligations of any party thereto, or Assignor's right, title and interest therein or thereto; (iv) the financial condition of the Borrower, of any guarantor or of any other person who is a party to any of the Loan Documents; (v) the performance or observance by the Borrower, any guarantor, or by any other person who is a party to any of the Loan Documents, of any of their respective obligations under any of the Loan Documents or any other instrument or document furnished pursuant thereto; or (vi) the quality, condition, value, nature or sufficiency of any collateral, subject to any lien or security interest in favor of the Assignor, pursuant to any of the Loan Documents, or the priority or perfection of any such lien or security interest.

Section 4. Representations and Warranties of the Assignee. The Assignee represents and warrants that (i) Assignee is legally authorized to enter into and perform this Agreement; (ii) Assignee has received a copy of the Loan Documents, and such other documents, financial statements and information as Assignee has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (iii) Assignee is a sophisticated purchaser with respect to the Loan Documents having adequate information concerning the business and financial condition of all parties to the Loan Documents, including without limitation the Borrower, so as to make an informed decision regarding the purchase of the Loan Documents, and has independently and without reliance upon the Assignor, and based on such information as the Assignee has deemed appropriate, made its own analysis and decision to purchase the Loan Documents and to enter into this Agreement; and (iv) this Agreement is being made and entered into by the Assignee without any intent to hinder, delay, defraud or harass any other entity, including without limitation the Borrower or any guarantor of the Borrower's obligations to the Assignor.

Section 5. Effective Date. This Agreement shall be effective (the "Effective Date") upon the payment by the Assignee to the Assignor, in immediately available funds, of the entire outstanding principal balance under the Note, together with all accrued but unpaid interest, late charges and fees required to be paid under the terms of the Note or any of the other Loan Documents (the "Payoff Sum").

Section 6. Transfer Documents. The Assignor agrees promptly to execute and deliver all such instruments, notices and documents and to do all other and further acts and things as may be reasonably necessary or as may be reasonably requested by the Assignee to more fully and effectively grant, convey and assign to the Assignee the Loan Documents. Notwithstanding the foregoing, the Assignee acknowledges and agrees that, other than the Loan Documents, Assignor shall be under no duty or obligation, under this Agreement or otherwise, to deliver to Assignee any documents, instruments, agreements, records or other materials in the possession or control of the Assignor. The Assignee acknowledges and agrees that it shall have the sole responsibility

for the recordation and filing of any document, the effectiveness of which requires the recordation or filing with any governmental agency or office, and notifying any party to any Loan Document of the assignment hereunder.

Section 7. Indemnification. In the event the Borrower, any guarantor, or any of them, or any other person or entity, individually and/or jointly, or any of its or their heirs, personal representatives, successors or assigns, shall institute any claim or institute any legal proceedings (including but not limited to the serving of any discovery requests) against the Assignor and/or any of the Assignor's servicers, agents, officers, directors, attorneys or employees, based upon, relating to, or arising from or in connection with (i) this Agreement, the Loan Documents, or any action or omission of the Assignor relating to any of the foregoing or (ii) the Assignee's alleged failure to or improper discharge of any of the Assignee's obligations or duties with respect to any of the Loan Documents or any judgment on any of the Loan Documents, then the Assignee shall indemnify, protect, defend and hold harmless the Assignor against all such claims, demands, causes of action, suits, debts, obligations, expenses, losses and liabilities relating thereto including without limitation reasonable attorneys' fees and expenses; provided further, upon timely receipt of notice from the Assignor by the Assignee, the Assignee agrees to hold the Assignor harmless against, and to indemnify the Assignor for, any claims, demands, causes of action, suits, debts, obligations, expenses, losses or liabilities as set forth above; and the Assignee shall immediately after receipt of notice from the Assignor, reimburse the Assignor for any attorneys' fees or other expenses reasonably incurred by the Assignor in connection with investigating or defending any such claims, demands, causes of action, suits, debts, obligations, expenses, losses or liabilities. Notwithstanding anything to the contrary in this Agreement, Assignee has no obligation to indemnify Assignor for any act or omission of Assignor that occurred or is alleged to have occurred before the Effective Date, nor for any gross negligence or willful misconduct of Assignor. Assignor shall indemnify and hold harmless Assignee and any of the Assignee's servicers, agents, officers, directors, attorneys or employees, with respect to any claim by or on behalf of Borrower, any guarantor, or any of them, or any other person or entity, individually and/or jointly, or any of its or their heirs, personal representatives, successors or assigns, instituted against Assignee with respect to any act or omission of Assignor before the Effective Date relating to, or arising in connection with, the Loan Documents, to the same extent as Assignee's indemnification obligations under this Section 7.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had executed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

Section 9. Entire Agreement; Amendment. This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

Section 10. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 11. Construction of Agreement. Headings at the beginning of each section are solely for ease of reference and are not a part of this Agreement or to be referred to in construing this Agreement. The words "include" and "including" are not used in this Agreement in a limiting sense and shall not be construed to limit the generality of any provision of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared the same.

Section 12. Survival. Each covenant, release, representation and warranty contained in this Agreement shall survive the execution and delivery of this Agreement and the recordation, filing or delivery of any assignment or other instrument by which the Loan Documents are assigned to the Assignee. Nothing in this Section 12 shall be construed as a waiver of any applicable statute of limitations.

Section 13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 14. Pennsylvania Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

[SIGNATURES APPEAR ON NEXT PAGE]

WITNESS the due execution of this Assignment of Loan Documents as of the day and year first above written.

ASSIGNOR:

PNC BANK, NATIONAL ASSOCIATION

ATTEST/WITNESS:

By: [Signature]
Name/Title: Assistant Secretary

By: [Signature]
Name/Title: Executive Vice President

ASSIGNEE:

eONE GLOBAL, LP

ATTEST/WITNESS:

By: _____
Name/Title: _____

By: _____
Name/Title: _____

WITNESS the due execution of this Assignment of Loan Documents as of the day and year first above written.

ASSIGNOR:

ATTEST/WITNESS:

PNC BANK, NATIONAL ASSOCIATION

By: _____

By: _____

Name/Title: _____


Name/Title: _____

ASSIGNEE:

ATTEST/WITNESS:

eONE GLOBAL, LP, by eONE Global, LLC, its General Partner:

:

By: 

By: _____

Name/Title: Michael F. Rodin
Assistant Secretary

Name/Title: David Treinen
Managing Director

WITNESS the due execution of this Assignment of Loan Documents as of the day and year first above written.

ASSIGNOR:

ATTEST/WITNESS:

PNC BANK, NATIONAL ASSOCIATION

By: _____

By: _____

Name/Title: _____

Name/Title: _____

ASSIGNEE:

ATTEST/WITNESS:

eONE GLOBAL, LP:

By: _____

By: *David J. Treinen*

Name/Title: _____

Name/Title: DAVID J. TREINEN
MANAGING DIRECTOR

TRADEMARK

REEL: 002709 FRAME: 0140

SCHEDULE "A"
TO ASSIGNMENT OF LOAN DOCUMENTS
(BILLINGZONE LLC)

LIST OF LOAN DOCUMENTS

1. Loan Agreement between Borrower and Assignor, dated February 27, 2002
2. Waiver and Agreement between Borrower and Assignor, dated September 1, 2002
3. Amendment to Loan Documents between Borrower and Assignor, dated October 21, 2002
4. \$2,500,000 Committed Line of Credit Note executed by Borrower, dated February 27, 2002
5. Disclosure for Confession of Judgment executed by Borrower, dated February 27, 2002
6. Security Agreement between Borrower and Assignor, dated February 27, 2002
7. UCC-1 Financing Statement filed with the S/S Delaware on 3/8/02 – File Number 20791354
8. UCC-1 Financing Statement filed with the S/S Delaware on 3/14/02 – File Number 20873731
9. Rider to Security Agreement – Patents between Borrower and Assignor, dated February 27, 2002
10. Notice of Recordation of Assignment Document (U.S. PTO) at Reel/Frame 012647/0969
11. Rider to Security Agreement – Trademarks between Borrower and Assignor, dated February 27, 2002
12. Notice of Recordation of Assignment Document (U.S. PTO) at Reel/Frame 002458/0482
13. Notice of Recordation of Assignment Document (Canadian Intellectual Property Office), File #1054548
14. Certificate of the Secretary of BillingZone, LLC dated February 27, 2002

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