

06-17-2003



Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

RECC. 102474896

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Interactive Transaction Partners

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 12, 1996

2. Name and address of receiving party(ies)

Name: Electronic Data Systems Corporation

Internal Address: H3-3A-05

Street Address: 5400 Legacy Drive

City: Plano State: TX Zip: 75024

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,118,837

Additional number(s) attached  Yes  No

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

Name: Steven L. Page

Internal Address: H3-3A-05

Street Address: 5400 Legacy Drive

City: Plano State: TX Zip: 75024

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

05-0765

DO NOT USE THIS SPACE

9. Signature.

Steven L. Page

Name of Person Signing

*Steven L. Page*  
Signature

6/11/03

Date

Total number of pages including cover sheet, attachments, and document: 14

06/16/2003 ECDOPER 00000264 050765 2118837

Documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:8521 40.00 BA  
02 FC:8522 150.00 BA

TRADEMARK  
REEL: 002755 FRAME: 0574

# CONTINUATION

PAGE 2 TO RECORDATION FORM COVER SHEET

## CONTINUATION OF ITEM 4

Trademark Registration Nos.:

2,030,496	BILLIT
1,967,224	ITP & Design
2,046,223	ITP
1,969,386	INTERACTIVITIES
2,121,941	BANKIT
2,029,082	PAYIT

# TRANSFER AND BILL OF SALE AGREEMENT

THIS TRANSFER AND BILL OF SALE AGREEMENT ("*Agreement*"), dated as of August 12, 1996 (the "*Effective Date*"), is by and between FTWEST, a Delaware partnership, and MINTEL DEVELOPMENT CORPORATION and U S WEST ITP HOLDING CO. (formerly known as U S WEST INTERACTIVE SERVICES, INC.), on their own behalf and on behalf of FTWEST (collectively, the "*Assignor*") and ELECTRONIC DATA SYSTEMS CORPORATION, a Delaware corporation, ("*Assignee*" or "*EDS*"). Assignor, and Assignee/EDS may be referred to individually as a "*Party*" and collectively as the "*Parties*."

## WITNESSETH:

WHEREAS, Assignor and a wholly-owned subsidiary of Assignee named EDS Automated Teller, Inc. ("*Automated Teller*"), a Delaware corporation, entered into a partnership agreement dated November 16, 1993 (the "*Partnership Agreement*") to form Interactive Transaction Partners, a Delaware general partnership ("*ITP*"); and

WHEREAS, Assignor and Automated Teller each currently own a fifty (50%) percent general partnership interest in ITP; and



WHEREAS, Assignor is willing to assign, and EDS is willing to accept an assignment of, the fifty (50%) percent general partnership interest owned by Assignor in ITP (the "*General Partnership Interest*") on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual consents of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee hereby agree as follows:

### **ARTICLE I - REPRESENTATIONS AND WARRANTIES OF ASSIGNOR**

- 1.1 Authority; Binding Effect. This Agreement constitutes the legal, valid and binding obligation of Assignor, enforceable in accordance with its terms.
- 1.2 Title to General Partnership Interest. As of the date hereof (a) Assignor has good and marketable title to the General Partnership Interest owned and being transferred by it, free and clear of all liens, liabilities, claims, charges, levies and assessments of any kind or character, and (b) the General Partnership Interest represents a fifty percent (50%) ownership share in ITP.
- 1.3 No Undisclosed Obligations. Assignor has not obligated ITP to pay any monies, perform any services or otherwise caused ITP to become obligated to do any act or thing for any third party, except as otherwise specifically done with the knowledge and consent of Assignee.

## ARTICLE II - REPRESENTATIONS AND WARRANTIES OF ASSIGNEE

- 2.1 Authority, Binding Effect. This Agreement constitutes the legal, valid and binding obligation of Assignee, enforceable in accordance with its terms.
- 2.2 Title to General Partnership Interest. Neither Assignee, nor any affiliate of Assignee, have taken any action to materially impair Assignor's good and marketable title to the General Partnership Interest owned and being transferred by Assignor. Assignee represents, acknowledges and agrees that neither it, nor any of its affiliates, disputes that Assignor is the valid owner of the General Partnership Interest representing a fifty percent (50%) ownership share in ITP.
- 2.3 No Undisclosed Obligations. Neither Assignee, nor any affiliate of Assignee, has obligated ITP to pay any monies, perform any services or otherwise caused ITP to become obligated to do any act or thing for any third party, which would in any way materially impair Assignor's ability to convey its General Partnership Interest to Assignee.
- 2.4 Pending Transactions. As of the date hereof, neither EDS nor any affiliate of EDS is a party to any contract or letter of intent involving any sale or transfer of a general partnership interest in ITP or any sale or transfer of all or substantially all of the assets of ITP. For clarification purposes, "assets" as used in this Section includes both tangible and intangible assets, including but not limited to software rights, service marks, trademarks and tradenames.   

- 2.5 Interplay of Representations and Warranties. Notwithstanding anything to the contrary herein, Assignor shall not be deemed to have breached any of its representations and warranties under Article 1.2 above by reason of any breach of any representation or warranty of Assignee under this Article II.

## ARTICLE III - INDEMNIFICATION

- 3.1 Survival. All representations and warranties made by Assignor and Assignee shall survive the transfer of the General Partnership Interest until the expiration of all applicable statutes of limitation.

3.2 Indemnification by Assignor. Assignor hereby agrees to indemnify and hold harmless Assignee, its affiliates, employees, agents and other representatives from and against any and all demands, claims, actions, causes of action, proceedings, losses, damages, liabilities, settlements, fines, penalties, judgments, costs and expenses (including reasonable fees and disbursements of counsel) collectively, "Costs and Expenses") that are asserted against, imposed upon or incurred by Assignee as a result of or in connection with the breach or alleged breach by Assignor of any of its representations or warranties contained in this Agreement.

3.3 Indemnification by Assignee. Assignee hereby agrees to indemnify and hold harmless Assignor, its affiliates, employees, agents and other representatives from and against any and all Costs and Expenses that are asserted against, imposed upon or incurred by Assignor as a result of or in connection with (a) the breach or alleged breach by Assignee of any of its representations or warranties contained in this Agreement; and/or (b) any transaction between EDS and or any affiliate of EDS, including ITP, with Checkfree Corporation, except for any transaction specifically done with the knowledge and consent of Assignor.

#### ARTICLE IV CONVEYANCE

4.1 Transfer of General Partnership Interest. In consideration for the mutual promises contained herein, for the sum of Ten (\$10) paid to Assignor upon execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby BARGAIN, SELL, TRANSFER AND ASSIGN its General Partnership Interest unto Assignee, its successors and assigns forever.

TO HAVE AND TO HOLD the General Partnership Interest unto Assignee, its successors and assigns forever.

#### ARTICLE V ACCEPTANCE AND ASSUMPTION

5.1 Assignee's Acceptance and Assumption. Assignee hereby unconditionally accepts the assignment of the General Partnership Interest and, effective January 1, 1996, assumes all of Assignor's duties and obligations as a partner under the Partnership Agreement. Notwithstanding the foregoing, Assignor and Assignee acknowledge and agree that prior to January 1, 1996, Assignor and Assignee are liable for their respective duties, obligations and liabilities under the Partnership Agreement in accordance with their respective ownership interests (hereinafter referred to as "Pre-January 1, 1996 ITP Obligations").

## ARTICLE VI - RESIGNATIONS

6.1 Delivery of Resignations. [REDACTED]

6.2 Acceptance of Resignations. [REDACTED]

## ARTICLE VII - RELEASES

7.1 Delivery of Releases. [REDACTED]

## ARTICLE VIII - ARBITRATION

8.1 Arbitration. In the event that the Parties are not able to resolve any dispute or controversy through informal discussions, the Parties agree as follows:

- (a) Procedures. All disputes and controversies between the Parties of every kind and nature arising under or in connection with this Agreement, and any of the transactions contemplated hereunder shall be submitted to arbitration using the following procedure:
- (i) The arbitration shall be filed with the American Arbitration Association and governed by the most recently revised version of the Commercial Arbitration Rules of the American Arbitration Association.
  - (ii) Either Party may demand arbitration in writing, stating the nature of the controversy.

- (iii) Each matter submitted to arbitration shall be adjudicated by a panel of three arbitrators, each of whom will be selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association from the panel of commercial arbitrators of any of the AAA Large and Complex Dispute Resolution Programs.
- (iv) The arbitration shall be conducted in Chicago in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
- (v) Each Party shall bear its own arbitration costs and expenses; provided, however, the arbitrators may modify the allocation of the arbitrators' fees and other costs and expenses in the award in those cases where fairness dictates other than an equal allocation between the Parties and award attorneys' fees to the prevailing Party as determined by the arbitrators.
- (vi) The arbitrators shall allow such discovery as is appropriate to the purposes of arbitration in accomplishing fair, speedy and cost-effective resolution of disputes. The arbitrators shall reference the Federal Rules of Civil Procedure then in effect in setting the direction of such discovery.
- (vii) The award shall be final and binding on the Parties, and judgment on the award may be entered in and enforced by any court of competent jurisdiction.

8.2 Exclusive Remedy. Other than those matters involving specific performance and/or injunctive relief as a remedy, or any action necessary to enforce the award of the arbitrators, the Parties agree the provisions of this Section are a complete defense to any suit, action, or other proceeding instituted in any court or before any administrative tribunal with respect to any dispute or controversy arising out of or in connection with this Agreement.

8.3 Certain Costs and Expenses. If any Party hereto files a judicial or administrative action asserting claims subject to arbitration, as prescribed herein, and another Party successfully stays such action and/or compels arbitration of said claims, the Party filing said action shall pay the other Party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorneys' fees.

8.4 Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of an award under Section 8.1, the prevailing Party will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

8.5 Federal Arbitration Act. The Federal Arbitration Act, 9 U.S.C. § 1 et seq., not state law, shall govern the arbitrability of all claims.

## ARTICLE IX - MISCELLANEOUS

- 9.1 Further Assurances. Each Party to this Agreement agrees to use its best reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things that may be necessary or appropriate to consummate and to make effective the transactions contemplated by this Agreement, including, without limitation, the execution and delivery of such other certificates, agreements, instruments and documents as necessary or appropriate.
- 9.2 Taxes, etc. Assignee shall be responsible for (a) any notices and filings required to be given to third parties and government agencies from and after the date of this Agreement; and (b) any transfer, sales, use or other like taxes due or payable on account of the transactions called for under this Agreement, including the transfer of the General Partnership Interest hereunder. Assignor and Assignee agree that partnership income, gain, loss or credits of ITP shall be allocated among the partners of ITP on the basis of the total days the partner was a member of the ITP partnership for the partnership year over the total number of days in the partnership year.
- 9.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument. Each counterpart containing a facsimile signature shall be deemed an original and each Party who provides a facsimile signature shall also promptly provide a signature copy of such executed counterpart to the other Party hereto.
- 9.4 Media Responses. Except as provided in Exhibit 9.4 attached hereto, all media responses, public announcements and public disclosures by either Party or its employees or agents relating to this Agreement or the transactions thereunder, including without limitation promotional or marketing material, but not including any announcement intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements, shall be coordinated with and approved by the other Party in writing prior to the release thereof. The entering into and terms of this Agreement shall be treated as the Confidential Information of each Party hereunder.
- 9.5 Notices. Any notice, claim or demand and other communications required or elected to be given under this Agreement shall be deemed validly given when delivered by express courier or facsimile with receipt confirmed addressed as follows:

To Assignor:

U S WEST ITP Holding Company, Inc.  
c/o U S WEST Marketing Resources Group, Inc.  
198 Inverness Drive West  
Englewood, Colorado 80112  
Attention: President  
Facsimile No.: (303) 784-1964



and

Minitel Development Corporation  
888 Seventh Avenue  
New York, NY 10106  
Facsimile No.: (212) 399-0129

with a copy to:

Steven E. Lewis, Esq.  
Dunnington, Bartholow & Miller  
666 Third Avenue  
New York, New York 10017  
Facsimile No.: (212) 661-7769

and

Tonya Kins, Esq.  
U S West, Inc.  
7800 E. Orchard Road  
Suite 490  
Englewood, Colorado 80111  
Facsimile No.: (303) 793-6244

To Assignee:

Electronic Data Systems Corporation  
5400 Legacy Drive, Mail Stop: B1-1A-54  
Plano, Texas 75024  
Attention: Financial Industries Group  
Facsimile: (214) 604-4176

with a copy to :

Electronic Data Systems Corporation  
5400 Legacy Drive, Mailstop H3-3A-05  
Plano, Texas 75024  
Attn: General Counsel  
Facsimile: (214) 605-5610

Either Party may at any time change its address for notification purposes by giving a notice pursuant to this Section stating the change and setting forth the new address.

- 9.6 Governing Law. This Agreement shall be construed in accordance with, and the rights of the Parties shall be governed by, the substantive laws of the State of Delaware, without giving effect to any choice-of-laws rules that may require the application of the laws of another jurisdiction.
- 9.7 Confidentiality. Each of Assignor and Assignee acknowledges that in the course of performance of its obligations pursuant to this Agreement, it may obtain confidential and/or proprietary information of the other. "Confidential Information" includes: information relating to development plans, costs, finances, marketing plans, equipment configurations, data, access or security codes or procedures utilized or business opportunities, names of customers, research and development; the terms, conditions and existence of this Agreement; any information designated as confidential in writing or identified as confidential at the time of disclosure if such disclosure is verbal or visual and confirmed within thirty (30) days of disclosure as confidential by the disclosing Party; and any copies of the prior categories or excerpts included in other materials created by the recipient Party. Assignor and Assignee each hereby agrees that all Confidential Information communicated to it by the other or the other's affiliates, whether before or after the date hereof, shall be and was received in strict confidence, shall be used only for purposes of this Agreement and shall not be disclosed by such receiving Party, its agents or employees without the prior written consent of the other Party hereto, except as may be necessary by reason of legal, accounting, or regulatory requirements of the receiving Party. The foregoing will not prevent either Party from disclosing Confidential Information which belongs to such Party (or in the case of Assignee, which belongs to ITP) or which is (i) publicly known or becomes publicly known through no unauthorized act of the recipient Party; (ii) rightfully received from a third party; (iii) independently developed without use of the other Party's Confidential Information; (iv) disclosed without similar restrictions to a third party by the Party owning the Confidential Information; (v) approved by the other Party for disclosure; or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the disclosing Party provides the other Party with notice of such requirement and an opportunity to intervene prior to any such disclosure. Notwithstanding the foregoing, each Party may disclose such Confidential Information to any of its agents, advisors, affiliates or subcontractors ("*Representatives*") who have a need to know when: (i) such disclosure is necessary to permit the Representative to perform its duties; (ii) the disclosing Party assumes full responsibility for the acts or omissions of its Representatives, no less than if the acts or omissions were those of the disclosing Party; and (iii) the Representative has been informed in advance of the disclosing Party's obligations of confidentiality hereunder and the Representative agrees to abide by the same. Neither Party will make use of or copy any Confidential Information of the other Party except as necessary in the performance of its obligations under this Agreement or as otherwise contemplated by this Agreement. Neither Party will acquire any right in or assert any lien against the Confidential Information of the other. Each Party agrees that it will promptly return or destroy such Confidential Information upon the request of the other Party. In the event of any disclosure or loss of Confidential Information, the receiving Party will notify the furnishing Party immediately. The provisions of this Section shall survive the term or termination of this Agreement for any reason.

- 9.8 Non-Waiver. The waiver by any Party hereto of a breach or a default of any provision of this Agreement by the other Party to this Agreement will not be construed as a waiver of any succeeding breach or default of the same or any other provision, nor will any delay or omission on the part of any Party hereto to exercise or avail itself of any right, power or privilege that it has, or may have, operate as a waiver of any right, power or privilege by such Party.
- 9.9 Section Headings. Any article and section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 9.10 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void (other than a provision relating to a payment obligation) then both Parties shall be relieved of all obligations arising under such provision, but if the remainder of this Agreement shall not be affected by such declaration or finding, then each provision not so affected shall be enforced to the extent permitted by law.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this instrument to be executed by a duly authorized officer as of the day and year first above written.

MINITEL DEVELOPMENT CORPORATION, individually and on behalf of FTWEST

ELECTRONIC DATA SYSTEMS CORPORATION

By: \_\_\_\_\_

By: James P. Buchanan

Printed Name: \_\_\_\_\_

Printed Name: JAMES P. BUCHANAN

Title: \_\_\_\_\_

Title: CORP VICE PRESIDENT

U S WEST ITP HOLDING CO., individually and on behalf of FTWEST

FTWEST

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

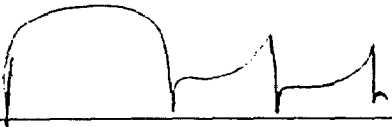
9.8 Non-Waiver. The waiver by any party hereto of a breach or a default of any provision of this Agreement by the other party to this Agreement will not be construed as a waiver of any succeeding breach or default of the same or any other provision, nor will any delay or omission on the part of any party hereto to exercise or avail itself of any right, power or privilege that it has, or may have, operate as a waiver of any right, power or privilege by such party.

9.9 Section Headings. Any article and section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void (other than a provision relating to a payment obligation) then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Agreement shall not be affected by such declaration or finding, then each provision not so affected shall be enforced to the extent permitted by law.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this instrument to be executed by a duly authorized officer as of the day and year first above written.

MINITEL DEVELOPMENT  
CORPORATION, individually  
and on behalf of FTWEST

By: 

Printed  
Name: FRANCIS GILBERT

Title: Chairman and President

ELECTRONIC DATA SYSTEMS  
CORPORATION

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

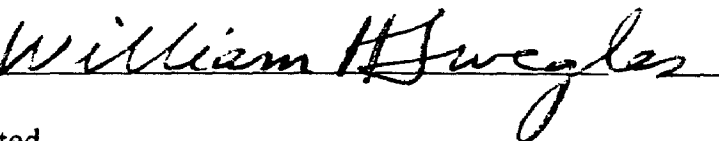
U S WEST ITP HOLDING CO.,  
individually and on behalf  
of FTWEST

By: 

Printed  
Name: WILLIAM H SWEGLES

Title: President

FTWEST

By: 

Printed  
Name: WILLIAM H SWEGLES

Title: Chairman

INTERACTIVE TRANSACTION PARTNERS

By: Joseph R. Brownsted

Printed  
Name: Joseph R. Brownsted

Title: Managing Director

By its signature below, EDS Automated Teller, Inc. consents to the transactions set forth in this Agreement, and waives all requirements for the transfer herein otherwise applicable pursuant to Article 6 of the Partnership Agreement.

EDS AUTOMATED TELLER, INC.

By: James P. Buchanan

Printed  
Name: JAMES P. BUCHANAN

Title: President

F:\GROUPS\COMM\MICHAEL\B\TP\WORD\TRNSFR2.FNL(07/18/96)

**EXHIBIT 6.1A**

**EXHIBIT 6.1B**

**EXHIBIT 6.1B**

**EXHIBIT 7.1A**

**EXHIBIT 7.1B**

**EXHIBIT 7.1D**

**REDACTED**



June 11 2003

Assignment Division  
Box Assignments  
Office of Public Records  
CG-4, 1213 Jefferson Davis Hwy  
Suite 320  
Washington, DC 20231

Dear Sir/Madam:

This letter is to outline the chain of title for the trademarks listed on the attached Recordation Form Cover sheets.

1. Interactive Transaction Partners was a general partnership ("ITP"). This partnership was comprised of: (a) FTWEST, a Delaware partnership and MINITEL DEVELOPMENT CORPORATION and U S WEST ITP HOLDING CO. (formerly known as U S West Interactive Services, Inc.); and fifty percent (50%) by (b) EDS Automated Teller, Inc. ("EDS Automated Teller"). Pursuant to that certain Transfer and Bill of Sale Agreement, dated as of August 12, 1996, the Partnership listed in 1(a) transferred its 50 percent ownership to Electronic Data Systems Corporation ("EDS").
2. EDS Automated Teller Inc. merged into EDS Electronic Financial Services, Inc., a Delaware corporation on December 17, 1999 ("EDS Electronic Financial").
3. EDS Electronic Financial merged into EDS Information Services LLLC on December 31, 2001 ("EIS").
4. EIS and EDS executed an assignment of the above-referenced registration, effective as of December 31, 2001.

Kindly record each of the above-referenced assignments. If you have any questions, please contact my paralegal, Keshia Stevenson, at (972) 605-5480.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven L. Page". The signature is fluid and cursive.

Steven L. Page  
Chief Intellectual Property Counsel

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

EDS Automated Teller, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: December 17, 1999

2. Name and address of receiving party(ies)

Name: EDS Electronic Financial Services, Inc.

Internal

Address: H3-3A-05

Street Address: 5400 Legacy Drive

City: Plano State: TX Zip: 75024

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2,118,837

Additional number(s) attached  Yes  No

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

Name: Steven L. Page

Internal Address: H3-3A-05

Street Address: 5400 Legacy Drive

City: Plano State: TX Zip: 75024

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

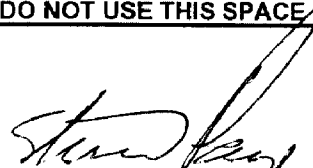
05-0765

**DO NOT USE THIS SPACE**

9. Signature.

Steven L. Page

Name of Person Signing



Signature

6/11/03

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231



# CONTINUATION

PAGE 2 TO RECORDATION FORM COVER SHEET

## CONTINUATION OF ITEM 4

Trademark Registration Nos.:

2,030,496	BILLIT
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2,046,223	ITP
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2,029,082	PAYIT

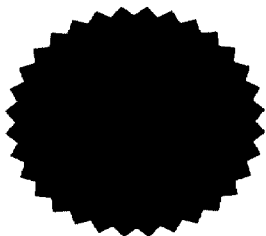
# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"EDS AUTOMATED TELLER, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "EDS ELECTRONIC FINANCIAL SERVICES, INC."  
UNDER THE NAME OF "EDS ELECTRONIC FINANCIAL SERVICES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF DECEMBER, A.D. 1999, AT 9 O'CLOCK A.M.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

2183537 8100M

020770091

AUTHENTICATION: 2150650

DATE: 12-16-02

TRADEMARK

REEL: 002755 FRAME: 0591

**CERTIFICATE OF OWNERSHIP AND MERGER  
OF  
EDS AUTOMATED TELLER, INC.  
INTO  
EDS ELECTRONIC FINANCIAL SERVICES, INC.**

Pursuant to the provisions of Section 253 of the Delaware General Corporation Law, the undersigned corporation does certify that:

1. The name of the surviving and parent corporation is EDS Electronic Financial Services, Inc. (the "Surviving and Parent Corporation") and the state under the laws of which it is organized is Delaware.
2. The name of the subsidiary corporation is EDS Automated Teller, Inc. (the "Subsidiary") and the state under the laws of which it is organized is Delaware.
3. The Merger shall become effective upon filing with the Delaware Secretary of State.
4. The number of issued and outstanding shares of each class of stock of the Subsidiary is 100 common shares, of which the Surviving and Parent Corporation owns 100%.
5. That the following resolutions were duly adopted by the Board of Directors of the Surviving and Parent Corporation on December 16, 1999.

**RESOLVED**, that the Corporation owns 100% of the issued and outstanding common stock of EDS Automated Teller, Inc. (the "Subsidiary"), and it is deemed expedient that the Corporation shall acquire and become, and be possessed of all the estate, property, rights, privileges, powers and franchises of the Subsidiary;

**RESOLVED**, that the Subsidiary be merged into the Corporation pursuant to Section 253 of the Delaware General Corporation Law; and

**RESOLVED**, that the appropriate officers of the Corporation, or any of them, are in all respects, authorized, empowered and directed, for and on behalf of the Corporation, to take or cause to be taken, all actions and to execute, deliver and file, or cause to be filed, all agreements, certificates, documents, instruments and reports that they may deem necessary, appropriate, convenient, desirable or proper to carry out and effect the merger of the Subsidiary into the Corporation and to take such other actions to facilitate the consummation of the transactions described or approved in, and to carry out and effect the intent of, the foregoing resolutions.

Dated December 17, 1999.

**EDS ELECTRONIC FINANCIAL SERVICES, INC.**

  
Lisa V. Thomas, Assistant Secretary

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

EDS Electronic Financial Services, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: December 31, 2001

2. Name and address of receiving party(ies)

Name: EDS Information Services L.L.C.

Internal

Address: H3-3A-05

Street Address: 5400 Legacy Drive

City: Plano State: TX Zip: 75024

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2,118,837

Additional number(s) attached  Yes  No

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

Name: Steven L. Page

Internal Address: H3-3A-05

Street Address: 5400 Legacy Drive

City: Plano State: TX Zip: 75024

6. Total number of applications and registrations involved: \_\_\_\_\_

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

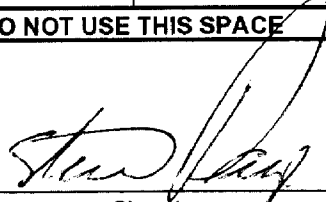
8. Deposit account number:

05-0765

**DO NOT USE THIS SPACE**

9. Signature.

Steven L. Page  
Name of Person Signing

  
Signature

12/11/01  
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

# CONTINUATION

PAGE 2 TO RECORDATION FORM COVER SHEET

## CONTINUATION OF ITEM 4

### Trademark Registration Nos.:

2,030,496	BILLIT
1,967,224	ITP & Design
2,046,223	ITP
1,969,386	INTERACTIVITIES
2,121,941	BANKIT
2,029,082	PAYIT

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ADVANCED COMPUTING", A CALIFORNIA CORPORATION,

"ADVANCED REPAIR SERVICES", A CALIFORNIA CORPORATION,

"EDS CUSTOMER RELATIONSHIP MANAGEMENT INC.", A DELAWARE CORPORATION,

"EDS ELECTRONIC FINANCIAL SERVICES, INC.", A DELAWARE CORPORATION,

"EDS FINANCE SERVICES INC.", A DELAWARE CORPORATION,

"EDS PERSONAL COMMUNICATIONS CORPORATION", A DELAWARE CORPORATION,

"EDS-SCICON, US SOFTWARE PRODUCTS GROUP INCORPORATED", A DELAWARE CORPORATION,

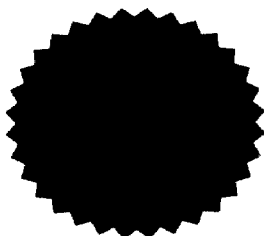
"EDS/SHL CORPORATION", A DELAWARE CORPORATION,

"LEGACY LAND DEVELOPMENT CORPORATION", A TEXAS CORPORATION,

"POWER INVESTMENT CORPORATION", A NEVADA CORPORATION,

"VARITEL, INC.", A CALIFORNIA CORPORATION,

"WESTERN ELECTRONICS SERVICE TRANSACTION COMPANY", A NEVADA CORPORATION,



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

2772470 8100M

020770091

AUTHENTICATION: 2150651

DATE: 12-16-02

TRADEMARK

REEL: 002755 FRAME: 0595

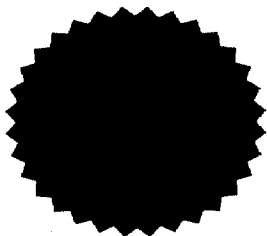
# Delaware

PAGE 2

*The First State*

WITH AND INTO "EDS INFORMATION SERVICES L.L.C." UNDER THE NAME OF "EDS INFORMATION SERVICES L.L.C.", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TENTH DAY OF DECEMBER, A.D. 2001, AT 9:05 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001, AT 11:59 O'CLOCK P.M.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

2772470 8100M

AUTHENTICATION: 2150651

020770091

DATE: TRADEMARK  
REEL: 002755 FRAME: 0596

**CERTIFICATE OF MERGER**

To the Secretary of State:  
State of Delaware  
State of California  
State of Nevada  
State of Texas

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act, the Delaware General Corporation Law; the California General Corporation Law, Chapter 92A of the Nevada Revised Statutes; and Articles 5.01-5.04 of the Texas Business Corporation Act; the undersigned company certifies the following:

1. The name of the surviving company is EDS Information Services L.L.C., a Delaware limited liability company. The address of its registered office in Delaware is 2711 Centerville Road, Wilmington, Delaware 19808, County of New Castle.
2. The name and jurisdiction of formation of each of the merging entities to the proposed merger (the "Merger") are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Advanced Computing	California
Advanced Repair Services	California
EDS Customer Relationship Management Inc.	Delaware
EDS Electronic Financial Services, Inc.	Delaware
EDS Finance Services Inc.	Delaware
EDS Personal Communications Corporation	Delaware
EDS-Scicon, US Software Products Group Incorporated	Delaware
EDS/SHL Corporation	Delaware
Legacy Land Development Corporation	Texas
Power Investment Corporation	Nevada
Varitel, Inc.	California
Western Electronic Service Transaction Company	Nevada

3. The effective date of the Merger shall be December 31, 2001, 11:59 p.m. (the "Effective Date").
4. The Agreement and Plan of Merger has been approved and executed by each of the constituent entities.
5. The executed Agreement and Plan of Merger is on file at the principal office of EIS at the following address:

EDS Information Services L.L.C.  
Office of the Corporate Secretary  
5400 Legacy Drive  
Plano, TX 75024



6. A copy of the Agreement and Plan of Merger will be furnished by EIS, on request and without cost, to any stockholder of the constituent entities or member of EIS.

7. Pursuant to the provisions of the Nevada Revised Statutes, EIS agrees that it may be served with process in Nevada in any proceeding for enforcement of any obligation or the rights of dissenting shareholders of the Nevada entities and requests that a copy of such process be mailed to Legal Affairs, 5400 Legacy Drive, H3-3A-05, Plano, TX 75024.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed on December 3, 2001.

**EDS INFORMATION SERVICES L.L.C.**

Lisa V. Thomas  
Lisa V. Thomas, Assistant Secretary

**ADVANCED COMPUTING  
ADVANCED REPAIR SERVICES**

Lisa V. Thomas  
Lisa V. Thomas, Assistant Secretary

Matthew M. Chambers  
Matthew M. Chambers, Vice President

**POWER INVESTMENT CORPORATION**

Lisa V. Thomas  
Lisa V. Thomas, Assistant Secretary

Scott J. Krenz  
Scott J. Krenz, President and Treasurer

**VARITEL, INC.**

Lisa V. Thomas  
Lisa V. Thomas, Assistant Secretary

Charles H. Ansley  
Charles H. Ansley, President

**WESTERN ELECTRONIC SERVICE TRANSACTION COMPANY**

Lisa V. Thomas  
Lisa V. Thomas, Assistant Secretary

John W. McCain  
John W. McCain, President

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):  
EDS Information Services L.L.C.

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State  
 Other Limited Liability company

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

2. Name and address of receiving party(ies)  
Name: Electronic Data Systems Corporation  
Internal  
Address: H3-3A-05  
Street Address: 5400 Legacy Drive  
City: Plano State: TX Zip: 75024

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

Execution Date: Effective 12/31/01

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 2,118,837  
\_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Steven L. Page  
Internal Address: H3-3A-05  
\_\_\_\_\_  
Street Address: 5400 Legacy Drive  
\_\_\_\_\_  
City: Plano State: TX Zip: 75024

6. Total number of applications and registrations involved: ..... 7

7. Total fee (37 CFR 3.41).....\$ 190.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
05-0765

**DO NOT USE THIS SPACE**

9. Signature.

Steven L. Page                                            6/11/01  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

# CONTINUATION

PAGE 2 TO RECORDATION FORM COVER SHEET

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1,967,224	ITP & Design
2,046,223	ITP
1,969,386	INTERACTIVITIES
2,121,941	BANKIT
2,029,082	PAYIT

# TRADEMARK ASSIGNMENT

This Assignment, effective as of December 31, 2001, is from EDS Information Services (hereinafter, "Assignor"), a limited liability company, to Electronic Data Systems Corporation (hereinafter, "Assignee"), a Delaware corporation.

## WITNESSETH


WHEREAS, Assignor is the owner, pursuant to an assignment, and used trademarks listed on Exhibit A, attached hereto and incorporated herein. The trademarks listed on Exhibit A are pending applications and/or registrations in the United States Patent & Trademark Office ("USPTO"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to such trademarks listed on Exhibit A, and in and to the associated applications for registration and any and all common law rights into said trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors, assigns and legal representatives, all right, title and interest in and to the trademarks listed on Exhibit A (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks, the above-identified applications for registration corresponding to the Trademarks, and 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 benefit of its successors, assigns and other legal representatives.

### ASSIGNOR

EDS Information Services L.L.C.

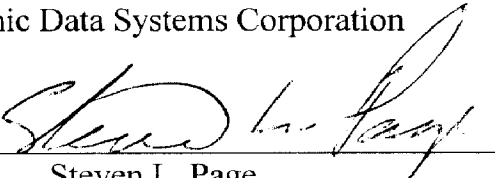
By: 

Carol A. Jablonski

Title: Assistant Secretary

### ASSIGNEE

Electronic Data Systems Corporation

By: 

Steven L. Page

Title: Assistant Secretary

**EXHIBIT A**

**USPTO APPLICATIONS/REGISTRATIONS**

<b>Reg. No.</b>	<b>Mark</b>
2,118,837	MailIT (stylized)
2,030,496	BILLIT
1,967,224	ITP & Design
2,046,223	ITP
1,969,386	INTERACTIVITIES
2,121,941	BANKIT
2,029,082	PAYIT