

TRADEMARK ASSIGNMENT

08-29-2003

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Data-Link Systems, Inc.		07/30/1993	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Fiserv, Inc.
Street Address:	255 Fiserv Drive
City:	Brookfield
State/Country:	WISCONSIN
Postal Code:	53045
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 1

Property Type	Number
Registration Number:	2079543

CORRESPONDENCE DATA

Fax Number: (414)277-0656
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414 271-6560
 Email: labebling@mbf-law.com
 Correspondent Name: Michael Best & Friedrich LLP
 Address Line 1: 100 E. Wisconsin Avenue
 Address Line 4: Milwaukee, WISCONSIN 53202-4108

ATTORNEY DOCKET NUMBER:	034086-9126
NAME OF SUBMITTER:	Dyann L. Kostello

Total Attachments: 3

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TRADEMARK

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STOCK AND ASSET PURCHASE AGREEMENT

dated as of July 30, 1993

by and between

MELLON BANK CORPORATION,

MELLON BANK, N.A.,

MELLON FINANCIAL SERVICES CORPORATION #1

and

VERTICAL TECHNOLOGIES, INC.

as "Sellers"

and

FISERV, INC.

as "Purchaser"

TRADEMARK

STOCK AND ASSET PURCHASE AGREEMENT

THIS STOCK AND ASSET PURCHASE AGREEMENT, dated as of July 30, 1993, by and between MELLON BANK CORPORATION, a Pennsylvania corporation ("MBC"), MELLON BANK, N.A., a national banking association ("Mellon"), MELLON FINANCIAL SERVICES CORPORATION #1, a Delaware corporation ("MFSC#1"), and VERTICAL TECHNOLOGIES, INC., a North Carolina corporation ("VTI") (MBC, Mellon, MFSC#1 and VTI sometimes being referred to herein collectively as "Sellers" and individually as "Seller"), and FISERV, INC., a Wisconsin corporation ("Purchaser").

BACKGROUND PROVISIONS:

1. ~~Mellon, MFSC#1 and VTI operate the FIO Business (as hereinafter defined).~~
2. Mellon owns certain assets and has incurred certain liabilities in connection with a data processing center located in Philadelphia, Pennsylvania (the "Philadelphia Data Center").
3. MBC owns all of the outstanding capital stock of Data-Link Systems, Inc., an Indiana corporation ("Data-Link"). Data-Link operates the Data-Link Business (as hereinafter defined).
4. Mellon, MFSC#1 and VTI wish to sell and assign to Purchaser, and Purchaser wishes to purchase and assume from Mellon, MFSC#1 and VTI, all of the assets and certain of the liabilities relating to the FIO Business and certain of the assets and liabilities relating to the Philadelphia Data Center, upon the terms and subject to the conditions contained herein. MBC wishes to sell to Purchaser, and Purchaser wishes to purchase from MBC, all of the outstanding capital stock of Data-Link, upon the terms and subject to the conditions contained herein.

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

Definitions

Section 1.01. Certain Terms Defined. The terms defined in this Section 1.01 or elsewhere in this Agreement shall, for all purposes of this Agreement (including the Exhibits and Schedules attached hereto), have the meanings so specified, unless the context expressly otherwise requires:

(b) On the Closing Date MBC shall sell and convey to Purchaser the Data-Link Shares, and shall deliver to Purchaser the certificate(s) representing the Data-Link Shares duly endorsed by MBC or accompanied by stock powers duly executed by MBC. The certificate(s) representing the Data-Link Shares at the time of transfer from MBC to Purchaser shall bear a legend to the effect that the Data-Link Shares have not been registered under the Securities Act of 1933, as amended, and that the Data-Link Shares may not be resold without registration under said Act or exemption therefrom.

(c) On the Closing Date Mellon shall sell and assign to Purchaser all of its right, title and interest in and to the Philadelphia Data Center Assets.

Section 2.02. Agreement to Purchase; Consideration. On the Closing Date Purchaser shall purchase the FIO Assets, the Data-Link Shares and the Philadelphia Data Center Assets and in exchange therefor shall deliver to MBC (for its own account and for the account of the other Sellers and subject only to the adjustments set forth in Section 2.03 and the apportionments set forth in Article XI hereof) immediately-available funds in the amount of \$57,600,000 plus the face value of such of the FIO Accounts Receivable which are less than 120 days old as of the date of the Preliminary Schedule and which value shall be set forth on the Preliminary Schedule (defined below) less the deferred income liability of the FIO Business as of the date of the Preliminary Schedule and which liability amount shall be set forth on such Preliminary Schedule, all as adjusted as provided in Section 2.03(a).

Section 2.03. Adjustments.

(a) Not less than 3 days and not more than 10 days prior to the Closing Date Sellers shall deliver to Purchaser a schedule (the "Preliminary Schedule") setting forth, in reasonable detail and as of the date of the Preliminary Schedule, Sellers' estimate of (w) the FIO Accounts Receivable (which are less than 120 days old), (x) the Data-Link Net Tangible Assets, (y) the unpaid commission liability arising out of the FIO Business and (z) the deferred income liability of the FIO Business (the sum of items (w) and (x) less the sum of items (y) and (z) being referred to herein as the "Preliminary Adjustment Figure"). The amount payable to Sellers by Purchaser on the Closing Date shall be increased (decreased) by the amount by which (i) the Data-Link Net Tangible Assets minus the unpaid commission liability arising out of the FIO Business, in each case as shown on the Preliminary Schedule, is greater (less) than (ii) \$2,549,000 less the unpaid commission liability arising out of the FIO Business from July 20, 1993 to the date of the Preliminary Schedule.

(b) As promptly as practicable following the Closing, but in no event later than 45 days subsequent to the Closing Date,

Section 12.11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Section 12.12. Time of the Essence. Time shall be of the essence with respect to this transaction and the consummation of the transactions contemplated hereby. Notwithstanding, there are numerous time deadlines and milestones set forth in the Ancillary Services Agreement in respect of performance obligations. If and to the extent that the Closing has not occurred by September 15, 1993, the parties agree to adjust such time deadlines and milestones, the foregoing not intended, however, to change the Termination Date, which shall remain December 31, 1993.

WITNESS the due execution of this Stock and Asset Purchase Agreement as of the day and year first above written.

MELLON BANK CORPORATION

By: 

Title: Vice Chairman

MELLON BANK, N.A.

By: 

Title: Vice Chairman

MELLON FINANCIAL SERVICES CORPORATION #1

By: 

Title: Vice President

VERTICAL TECHNOLOGIES, INC.

By: 

Title: Chairman

FISERV, INC.

By: HR Jensen

Title: SR EUP