

12-09-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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J.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): Zions Bancorporation. Includes checkboxes for Individual(s), Association, General Partnership, Corporation-State, and Other.

2. Name and address of receiving party(ies): NetDeposit, Inc. Internal Address: 4141 South Highland Drive, Salt Lake City, UT, Zip: 84124. Includes checkboxes for citizenship and partnership types.

3. Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other. Execution Date: 2/10/2003.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/476,430 and 76/476,429.

B. Trademark Registration No.(s) 2,576,673 and 2,644,495. Includes checkboxes for additional numbers attached.

5. Name and address of party to whom correspondence concerning document should be mailed: John H. Rees, Callister Nebeker & McCullough, Gateway Tower East, Suite 900, 10 East South Temple, Salt Lake City, UT, Zip: 84133.

6. Total number of applications and registrations involved: 4. 7. Total fee (37 CFR 3.41): \$ 160.00. Includes checkboxes for Enclosed and Authorized to be charged to deposit account.

9. Signature: [Signature] Name of Person Signing: [Name]

8. Deposit account number: [Number] Date: 10/31/03

12/09/2003 BY: [Name] 00000163 76/476/430. Refund Ref: 12/09/2003 BY: [Name] 0000032725

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CHECK Refund Total: \$45.00

Total number of pages including cover sheet, attachments, and document: 7

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

Assignment of Intellectual Property

This Assignment of Intellectual Property (this "Agreement") is made and entered into by and between Zions Bancorporation, a Utah corporation ("Assignor"), and NetDeposit, Inc., a Nevada corporation ("Assignee").

RECITALS

A. Assignor is the owner of certain patents, trademarks and copyrights, and other intellectual property and intellectual property rights (the "Intellectual Property") described on the attached Schedule A which is incorporated herein by reference.

B. Assignor has agreed to assign to Assignee the Intellectual Property and all of Assignor's rights in and to the Intellectual Property in exchange and as consideration for shares of capital stock of Assignee.

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers, sells, conveys, and sets over to Assignee, exclusively, in all countries, jurisdictions, and throughout the world, all right, title and interest of Assignor in and to the Intellectual Property, including without limitation, any and all pending patent, trademark and copyright applications and registrations for and of the Intellectual Property, and any renewals and extensions thereof, now in the United States or any other country or countries, including all U.S. Letters Patent granted or which may be granted therefor, and all divisions, reissues, continuations, continuations in part, and extensions thereof, and all actions and causes of action related to the foregoing and all damages, profits, penalties and other recoveries related thereto, together with the goodwill of the business symbolized by the Intellectual Property, this assignment, when granted, being the entire ownership of the Intellectual Property and all rights associated therewith.

2. Representations and Warranties of Assignor. Assignor represents and warrants as follows:

a. The Intellectual Property is owned solely and exclusively by Assignor.

b. The Intellectual Property is not subject to any prior assignment, security interest, lien, license, or other encumbrance of any nature whatsoever.

c. To the best of Assignor's knowledge, and except as disclosed on the attached Exhibit B, which is incorporated into this Agreement by this reference, the Intellectual

Property does not infringe upon or interfere with any other trademark, copyright, patent or other intellectual property rights of any third party.

d. The Intellectual Property, together with the trademarks listed in Section 6 of this Agreement, constitute all of the patents, trademarks, copyrights and other intellectual property and intellectual property rights owned by Assignor with respect to the business engaged in, or intended to be engaged in, by NetDeposit, Inc. as of the date of this Agreement.

e. There are no actions, suits, or proceedings pending or, to Assignor's knowledge, threatened against or affecting the Intellectual Property, except as disclosed in the attached Exhibit B.

3. Covenants of Assignor. Assignor agrees not to challenge Assignee's rights in and to the Intellectual Property or to take any action whatsoever with respect to the Intellectual Property except as specifically requested or consented to by Assignee. Assignor further covenants that Assignor will not create any trademark or service mark in the future which may create a likelihood of confusion with any of the trademarks comprising the Intellectual Property.

4. Cooperation. Assignor agrees to cooperate with Assignee in all matters regarding the Intellectual Property such that Assignee may enjoy to the fullest extent the rights conveyed under this Agreement, including prompt execution of all documents and other papers deemed necessary or desirable by Assignee to secure for Assignee, its successors and assigns, the assignment of the Intellectual Property and all rights pertaining thereto. The Commissioner of Patents and Trademarks, the Library of Congress, Copyright Office, and all applicable state and foreign agencies and representatives are requested to permit the recordation of this Agreement and to make corresponding changes to their respective registries to identify Assignee as owner of the Intellectual Property, pending applications, registrations, letters of patent, and other documents as applicable.

5. Assignment as to Foreign Countries. Assignor hereby authorizes Assignee to apply for patents, and trademark and copyright registrations for the Intellectual Property in Assignee's own name in countries where such procedure is proper. Assignor further agrees to execute, and use its best efforts to cause all individual inventors to execute, applications for the Intellectual Property in the countries where it is necessary that they be executed by the inventor, and to execute assignments of such applications and the patents to be obtained for the Intellectual Property to the Assignee, as well as other necessary papers and documents.

6. Assignment of Intent-to-Use Trademark Applications. Assignor owns and has filed in the United States Patent and Trademark Office ("USPTO") intent-to-use applications for registration of the trademarks NET DEPOSIT, serial no. 76/073,494, NET DEPOSIT (WITH DESIGN), serial no. 78/020,612, and NETSETTLEMENT, serial no. 76/457,518. At such time as Assignor files with the USPTO an amendment to allege use or statement of use of any of the marks, or final refusal to register such marks is issued by the USPTO, Assignor agrees to assign

to Assignee application serial nos. 76/073,494, 78/020,612, and 76/457,518 by written amendment to this Agreement, and to amend Schedule A to reflect the assignment. Assignor agrees to timely file statements of use, or extensions of time to file such statements of use, and to otherwise to make all reasonable efforts to obtain federal registration of the marks NET DEPOSIT, NET DEPOSIT (WITH DESIGN) and NETSETTLEMENT, except that Assignor shall seek and obtain the approval of Assignee prior to taking any action with respect to registration of the marks. If, despite Assignor's reasonable efforts, the USPTO issues a final refusal to register any of the foregoing intent-to-use applications, or such applications are abandoned or cancelled, Assignor agrees to assign to Assignee the trademark associated with the application subject to the terms and conditions of this Agreement, and Schedule A shall be amended accordingly.

7. Right to Sue for Past Infringement. Assignee shall have the right to sue for infringement of the Intellectual Property for any claims arising or accruing prior to the date of the execution of this Agreement, and to collect all damages and profits for all such claims and causes of action.

8. Indemnification. Assignor agrees to indemnify and hold Assignee harmless from and against any and all losses, claims, demands, damages, and other costs of any nature or kind whatsoever, including, without limitation, all attorney fees, costs, and expenses, arising directly or indirectly out of or in connection with the breach of any representation, warranty, covenant, or agreement made by Assignor in this Agreement.

9. Notices. All notices, demands, or consents required or permitted under this Agreement shall be in writing and shall be delivered personally, or by e-mail, or sent by U.S. first-class mail to the appropriate party at the following addresses:

If to Assignor:

Zions Bancorporation
One South Main Street
Salt Lake City, UT 84111
Attention: President

If to Assignee:

NetDeposit, Inc.
4141 South Highland Drive
Salt Lake City, Utah 84124
Attention: President

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah, and to the extent applicable, federal law.

11. Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid, or otherwise unenforceable, shall not invalidate or make unenforceable any other provision of this Agreement.

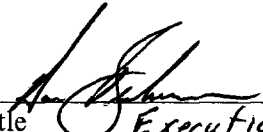
12. Binding Effect of Agreement. This Agreement shall be binding upon and shall insure to the benefit of Assignor and Assignee and their respective legal representatives, successors, and assigns.

13. Integrated Agreement and Modifications. This Agreement constitutes the entire agreement between Assignor and Assignee with respect to the subject matter of this Agreement, and any and all prior and contemporaneous agreements are merged into this Agreement. This Agreement may not be modified or amended, except in writing signed by Assignor and Assignee.

Dated effective as of February 10, 2003.


ASSIGNOR

ZIONS BANCORPORATION

By 
Title Executive Vice President

ASSIGNEE

NETDEPOSIT, INC.

By 
Title CEO

SCHEDULE A

The following intellectual property owned by Zions Bancorporation is being assigned to NetDeposit, Inc. pursuant to the foregoing Assignment of Intellectual Property:

- a. The trademark NETDEPOSIT described in and identified by United States Patent and Trademark Office application serial no. 76/476,430.
- b. The trademark NETDEPOSIT (WITH DESIGN) described in and identified by United States Patent and Trademark Office application serial no. 76/476,429.
- c. The trademark ETRANSCHEQUE, and applications for registration of the trademark filed in the European Union, Australia (application no. 925417), Canada and Singapore.
- d. The invention entitled "Method and System for Processing Financial Instrument Deposits Physically Remote from a Financial Institution" described in and identified by USPTO serial no. 09/560,779, and the Remote Deposit Patent Application filed with the United States Patent and Trademark Office relating thereto.
- e. The invention entitled "Method and System for Processing Financial Instrument Deposits Physically Remote from a Financial Institution" which is a continuation, in part, to serial no. 09/560,779, described in and identified by United States Patent and Trademark Office serial no. 09/676,956, the Bulk Data Patent relating thereto, and Australia (application no. 27638/01), Canada and Singapore applications, registrations and patents related thereto.
- f. The invention entitled "Methods and Systems for Processing Financial Instrument Deposits Physically Remote from a Financial Institution" described in and identified by United States Patent and Trademark serial no. 60/397/897.
- g. The invention entitled "Return Item Early Notification and Return" described in and identified by United States Patent and Trademark Office serial no. 10/265/779, and the Utility Patent Application relating thereto.
- h. Copyright Registration for Remote Deposit, described in and identified by registration no. TXu-1-043-194.
- i. Copyright Registration for Bulk Data, described in and identified by registration no. TXu-1-004-206.

SCHEDULE B

Litigation

None

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