

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Checkfree Services Corporation		08/20/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	SunTrust Bank, as Collateral Agent
Street Address:	P.O. Box 4418
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30302
Entity Type:	Bank: GEORGIA

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	1273060	CHECKFREE
Registration Number:	2811501	CHECKFREE
Registration Number:	2695972	CHECKFREE E-BILL
Registration Number:	2640974	CHECKFREE E-CLUB
Registration Number:	2684591	CHECKFREE E-MONEY
Registration Number:	2737691	RCM SOLUTIONS
Registration Number:	2750150	THE COMPANY THAT POWERS PAYMENT ON THE WEB
Serial Number:	78252730	CHECKFREE, POWERING PAYMENT ON THE WEB
Serial Number:	78359544	DYNAMIC DATA STREAM
Serial Number:	78359231	EXPERIENCE WHAT'S NEXT. EXPERIENCE CHECKFREE.
Serial Number:	75762987	MYBILLS.COM
Serial Number:	78359225	MYCHECKFREE
Serial Number:	78252741	POWERING PAYMENT ON THE WEB
Serial Number:	78359206	SMART RETRIEVAL
Serial Number:	78352515	SCOUT

CH \$440.00 1273060

Serial Number:	78352522	SCOUT, THE CHECKFREE BILL RETRIEVER
Serial Number:	78359237	SINGLE-POINT BILL MANAGEMENT

**CORRESPONDENCE DATA**

Fax Number: (404)572-5149  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-572-3458  
Email: slake@kslaw.com  
Correspondent Name: Susan Lake  
Address Line 1: 191 Peachtree Street  
Address Line 2: King & Spalding LLP  
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	7430
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NAME OF SUBMITTER:	Susan Lake
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Total Attachments: 17  
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**AMENDED AND RESTATED**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of August 20, 2004, is executed by **CHECKFREE SERVICES CORPORATION**, a Delaware corporation (the "Pledgor") in favor of **SUNTRUST BANK**, a Georgia banking corporation, as Collateral Agent (the "Collateral Agent") for the lenders and financial institutions (the "Senior Lenders") from time to time party to the Intercreditor Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), by and among the Collateral Agent, the Senior Lenders and SunTrust Bank ("SunTrust"), as Administrative Agent under the Credit Agreement, as defined below, and acknowledged and agreed to by the Pledgor, Checkfree Corporation (the "Parent") and Checkfree Investment Corporation ("Investment").

**W I T N E S S E T H:**

**WHEREAS**, pursuant to that certain Intellectual Property Security Agreement, dated as of August 5, 2003, by and between SunTrust and the Pledgor (as amended, the "Existing Security Agreement"), the Pledgor granted a security interest in certain of its intellectual property assets to SunTrust to secure the obligations of the Pledgor under that certain Master Agreement, dated as of August 5, 2003, by and among the Pledgor, SunTrust and Bastogne (the "ACH Master Agreement #1") and the documents related thereto;

**WHEREAS**, (i) the Pledgor and SunTrust are entering into that certain ARC Transmission Services Agreement, dated as of the date hereof and (ii) the Pledgor, Parent, Investment, certain of the Senior Lenders and the Administrative Agent are entering into that certain Credit Agreement, dated as of the date hereof, and in connection with the foregoing, and it is a condition precedent to the effectiveness of the foregoing agreements that SunTrust and the Pledgor amend and restate the Existing Security Agreement in accordance with the terms hereof;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (i) SunTrust hereby assigns, transfers and delegates all of its right, title, interest, liabilities, duties and obligations in, to and under the Existing Security Agreement and all related documents to the Collateral Agent, who accepts such assignment and assumes all such right, title, interest, liabilities, duties and obligations therein, and (ii) the parties hereto agree that the Existing Security Agreement is hereby amended and restated as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Intercreditor Agreement to the extent not otherwise defined or limited herein. The following additional terms, when used in this Agreement, shall have the following meanings:

“Bastogne” shall mean Bastogne, Inc., a Nevada corporation.

“Business” shall mean Pledgor’s bill payment service for Subscribers and the collection and disbursement services provided by Bastogne in connection therewith.

“Collateral” shall have the meaning given to such term in the Security Agreement.

“Electronic Commerce Services Division” shall mean any division of Pledgor’s businesses which provides or supports services related to any electronic commerce transactions or services, including, without limitation, the Business and the Pledgor’s bill presentment business.

“Inventory” shall mean all “inventory” (as defined in the UCC) now owned or hereafter acquired by the Pledgor or in which the Pledgor has or acquires any rights and, in any event, shall include all goods owned or held for sale or lease to any other Person.

“Merchants” shall mean individual and business merchants that Bastogne is authorized and directed to pay by any Subscriber (as such term is defined in the Credit Agreement or the ACH Master Agreement #1), and any financial institutions to which Subscriber Funds (as such term is defined in the ACH Master Agreement #1) are transferred in order to effect payments to such individual and business merchants.

“Secured Obligations” shall mean all Senior Indebtedness, as defined in the Intercreditor Agreement, and all other indebtedness, liabilities, and obligations of the Pledgor to the Collateral Agent under or pursuant to Senior Debt Agreements to which the Pledgor is a party (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), whether now existing or hereafter arising.

“Subscribers” shall mean the individual consumers and businesses that have contracted with Pledgor, or a financial institution, Merchant or other service provider which has contracted with Pledgor, for the bill payment services of Pledgor.

“UCC” shall mean the Uniform Commercial Code as in effect, from time to time, in the State of Georgia; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Georgia, “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations the Pledgor hereby grants to the Collateral Agent, for its benefit and the benefit of the Senior Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications (but excluding all intent to use trademark and service mark applications) related to, or used in connection with, the Business or the Pledgor's Electronic Commerce Services Division and constituting Collateral, including, without limitation, trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of the Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 3(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(b) (i) patents and patent applications related to, or used in connection with, the Business or the Pledgor's Electronic Commerce Services Division and constituting Collateral, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 3(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations related to, or used in connection with, the Business or the Pledgor's Electronic Commerce Services Division and constituting Collateral, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 3(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark or copyright license agreements with any other party, whether the Pledgor is a licensee or licensor under any such license agreement, used in, related to or an asset of, the Business or the Electronic Commerce Services Division and constituting Collateral and the right to use the foregoing in connection with the enforcement of the Collateral Agent's and Senior Lenders' rights under the Intercreditor Agreement and the Senior Debt Agreements, including without limitation, the right to prepare for sale and sell any and all Inventory constituting Collateral under the Security Agreement, now or hereafter owned by the Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 3(d), the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 3 shall be deemed to apply thereto automatically.

Notwithstanding the foregoing, the foregoing grant of security interest shall expressly exclude the following assets (collectively, the "Excluded Assets"): (i) any agreement or contract to the extent that, and for so long as, the terms of such excluded agreement or contract prohibits (after giving effect to any approvals and waivers) the assignment of, or granting of a security interest in, such agreement or contract (it being understood and agreed, however, that notwithstanding the foregoing, all rights to payment for money due or to become due pursuant to any such excluded agreement or contract shall be subject to the security interest created by this Agreement); and (ii) any licenses and any assets subject to such licenses, in each case to the extent that, and for so long as, the terms of such license prohibits (after giving effect to any approvals and waivers) the assignment of, or granting of a security interest in, such licenses and assets. Notwithstanding the foregoing, the security interest granted hereunder in the Non-ACH Collateral shall not secure the ACH Obligations.

4. Restrictions on Future Agreements. The Pledgor shall not, without the Collateral Agent's and the Instructing Group's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the

Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to the Collateral Agent or any Senior Lender under this Agreement or the rights associated with any material Trademarks, Patents, Copyrights or Licenses.

5. New Trademarks, Copyrights, Patents and Licenses. The Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 (as amended from time to time) include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by the Pledgor which are used in, related to or an assets of the Business or the Electronic Commerce Services Division and constituting Collateral, (b) the Patents listed on Schedule 2 (as amended from time to time) include all of the patents and patent applications now owned or held by the Pledgor, (c) the Copyrights listed on Schedule 3 (as amended from time to time) include all of the copyright registrations now owned or held by the Pledgor which are used in, related to or an assets of the Business or the Electronic Commerce Services Division and constituting Collateral, and (d) no Liens, claims or security interests in such Trademarks, Patents, Copyrights or Licenses have been granted by the Pledgor to any Person other than the Collateral Agent for its benefit and the benefit of the Senior Lenders and except as disclosed in or permitted under the Senior Debt Agreements. If, prior to the termination of this Agreement, the Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications which are used in, related to or an assets of the Business or the Electronic Commerce Services Division and constituting Collateral (excluding all intent to use trademark and service mark applications), (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent which are used in, related to or an assets of the Business or the Electronic Commerce Services Division and constituting Collateral, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new material trademark, patent or copyright license agreements, whether as licensee or licensor, or license renewals which are used in, related to or constitute assets of the Business or the Electronic Commerce Services Division and constituting Collateral, or (v) enter into any new license agreements which are used in, related to or constitute assets of the Business or the Electronic Commerce Services Division and constituting Collateral, the provisions of Paragraph 3 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Pledgor shall give to the Collateral Agent prompt written notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. The Pledgor hereby authorizes the Collateral Agent to modify this Agreement unilaterally, and upon any notice given by Pledgor pursuant to the immediately preceding sentence, the Collateral Agent shall modify this Agreement (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 3 above or under this Paragraph 5, (ii) by amending Schedule 2 to include any future

patents and patent applications, which are Patents under Paragraph 3 above or under this Paragraph 5, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations, which are Copyrights under Paragraph 3 above or under this Paragraph 5, (iv) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications (excluding all intent to use trademark and service mark applications) and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations.

6. Royalties. The Pledgor hereby agrees that the use by the Collateral Agent or any Senior Lender of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Collateral Agent's exercise of its rights and remedies under Paragraph 16 or pursuant to the Intercreditor Agreement or any Senior Debt Agreement shall be coextensive with the Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Collateral Agent or such Senior Lender to the Pledgor.

7. Further Assignments and Security Interest. Except as may occur in the Pledgor's ordinary course of business or as otherwise permitted by the Credit Agreement, the Pledgor agrees (a) not to sell or assign any of its interests in, or grant any license under, the Trademarks, Copyrights or Patents without the prior written consent of the Collateral Agent, and (b) not to sell or assign its interests in the Licenses without the prior and express written consent of the Collateral Agent.

8. Nature and Continuation of the Collateral Agent's Security Interest; Termination of the Collateral Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Secured Obligations have been paid in full in cash and the Intercreditor Agreement and each Senior Debt Agreement has been terminated. When this Agreement has terminated, the Collateral Agent shall promptly execute and deliver to the Pledgor, at the Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Collateral Agent's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Collateral Agent, or any of them, pursuant to this Agreement.

9. Duties of The Pledgor. The Pledgor shall have the duty, to the extent desirable in the normal conduct of the Pledgor's Business and the operation of its Electronic Commerce Services Division and constituting Collateral, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of the Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses to the extent that the Pledgor determines in its business judgment that the preservation and maintenance of such rights is necessary or desirable for the conduct of the Pledgor's Business and the



operation of its Electronic Commerce Services Division. The Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright or License that is necessary or economically desirable in the operation of the Pledgor's Business or its Electronic Commerce Services Division without the prior written consent of the Collateral Agent, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses that are or shall be necessary or economically desirable in the operation of the Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgor. Neither the Collateral Agent nor any Senior Lender shall have any duty with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, neither Collateral Agent nor any Senior Lender shall be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other Person, but the Collateral Agent may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgor and shall be added to the Secured Obligations secured hereby.

10. Indemnification by The Pledgor. The Pledgor hereby agrees to indemnify and hold harmless the Collateral Agent and each Senior Lender for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Collateral Agent or any Senior Lender in connection with or in any way rising out of any suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights or Licenses (including, without limitation, whether brought by the Pledgor, the Parent, or any other Person, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, the Collateral Agent or such Senior Lender is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement, the Intercreditor Agreement and the Senior Debt Agreements.

11. Events of Default. Each of the following specified events shall constitute an event of default under this Agreement (each an "Event of Default"):

- (a) The existence of an Event of Default;
- (b) Any representation or warranty made by or on behalf of the Pledgor under or pursuant to this Agreement shall prove to be incorrect in any material respect when made;
- (c) The Pledgor shall fail to observe or perform any covenant or agreement set forth in Section 7; or

(d) The Pledgor shall fail to observe or perform any covenant or agreement set forth in this Agreement (other than those set forth in (c) above), and such failure shall remain unremedied for 30 days after the earlier of (i) any executive officer of the Pledgor becomes aware of such failure, or (ii) notice thereof shall have been given to the Pledgor by the Collateral Agent or any Senior Lender.

12. The Collateral Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Collateral Agent shall commence any such suit, the Pledgor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Collateral Agent in aid of such enforcement. The Pledgor shall, upon demand, promptly reimburse the Collateral Agent for all costs and expenses incurred by the Collateral Agent in the exercise of its rights under this Paragraph 12 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Collateral Agent).

13. Waivers. The Collateral Agent's or the Senior Lenders' failure, at any time or times hereafter, to require strict performance by the Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Collateral Agent or the Senior Lenders thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Pledgor and the Collateral Agent or any Senior Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Collateral Agent or the Senior Lenders unless such suspension or waiver is in writing signed by an officer of the Collateral Agent, and directed to the Pledgor and specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) The Pledgor hereby irrevocably designates, constitutes and appoints the Collateral Agent (and all officers and agents of the Collateral Agent designated by the Collateral Agent in its sole and absolute discretion) as the Pledgor's true and lawful attorney-in-fact, and authorizes the Collateral Agent and any of the Collateral Agent's designees, in the Pledgor's or

the Collateral Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Pledgor's name on all applications, documents, papers and instruments necessary or desirable for the Collateral Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights or Licenses to anyone, and (iv) take any other actions with respect to the Trademarks, Patents, Copyrights or Licenses as the Collateral Agent deems in its best interest for the payment of the Secured Obligations. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. The Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Collateral Agent under the Intercreditor Agreement or the Security Agreement or any Senior Lender under any Senior Debt Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by the Collateral Agent to exercise any of its remedies under the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, the Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses, to the Collateral Agent or any transferee of the Collateral Agent and to execute and deliver to the Collateral Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Collateral Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Collateral Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Security Agreement, the Intercreditor Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Except as expressly set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, the Collateral Agent may exercise any of the rights and remedies provided in this Agreement, the Intercreditor Agreement, the Security Agreement or any other Senior Debt Agreement. To the extent permitted by applicable law, the Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Collateral Agent may give any shorter notice that is commercially reasonable under the circumstances.

Notwithstanding the foregoing or anything in the Security Agreement, the Intercreditor Agreement, any Senior Debt Agreement or anything else herein to the contrary, Collateral Agent acknowledges and agrees that it is prohibited, in the exercise of any remedies it may have pursuant to this Agreement, the Security Agreement, or otherwise, from leasing, assigning,

pledging, conveying or otherwise transferring title in or disposing of the Intellectual Property License Agreement dated October 15, 2003 (the "IP License Agreement") or any patent or trademark rights or rights thereto set forth in the IP License Agreement, except as set forth below. The Collateral Agent also acknowledges and agrees that only upon the occurrence and during the continuance of an Event of Default may the Collateral Agent, in exercising its remedies (except as may be prohibited above) under the Security Agreement, the Intercreditor Agreement, this Agreement, or otherwise, exercise its rights to use the IP License Agreement or any patent or trademark rights or rights thereto. Moreover, such exercise of the use of the IP License Agreement or any patent or trademark rights or rights thereto shall be limited solely to the provision of continued services to the customers of Pledgor's Electronic Commerce Services Division. In addition, upon the occurrence and during the continuance of an Event of Default, Collateral Agent may transfer its security interest in the IP License Agreement to a Secured Party Affiliate, as such term is defined in the IP License Agreement. Any security interest in the IP License Agreement shall be subject to the ownership rights and restrictions provided by licensor to licensee under the IP License Agreement.

17. Successors and Assigns. This Agreement shall be binding upon the Pledgor and its successors and assigns, and shall inure to the benefit of the Collateral Agent and its nominees, successors and assigns. The Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of the Pledgor; provided, however, that the Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Collateral Agent's prior written consent.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia applicable to agreements made and to be performed in Georgia.

19. Notices. All notices or other communications hereunder shall be given in the manner set forth in the Intercreditor Agreement.

20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

**[Signatures on Next Page]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Security Agreement as of the day and year first above written.

**PLEDGOR:**

**CHECKFREE SERVICES CORPORATION**

By: DESM  
Name: David E Mangum  
Title: VP & CFO

**COLLATERAL AGENT:**

**SUNTRUST BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Intellectual Property Security Agreement  
Signature Page**

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Security Agreement as of the day and year first above written.


**PLEDGOR:**

**CHECKFREE SERVICES CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLLATERAL AGENT:**

**SUNTRUST BANK**

By:  \_\_\_\_\_  
Name: **BRIAN K. PETERS**  
Title: **MANAGING DIRECTOR**

**Intellectual Property Security Agreement  
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## SCHEDULE 1

### Trademarks, Trade Names and Trademark Applications

<b>CHECKFREE</b> STATUS: Registered Serial No.: 73-400,295 Reg. No.: 1,273,060	<b>In Use by:</b> ALL Divisions	®
<b>CHECKFREE w/design (aka the payment button)</b> STATUS: Registered Serial No.: 73-439,047 Reg. No.: 2,811,501	<b>In Use by:</b> EC-Biller Solutions	®
<b>CHECKFREE ADOPTION SERVICES</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC-Biller Solutions	SM
<b>CHECKFREE CUSTOMER E-CARE</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC-Biller Solutions	SM
<b>CHECKFREE CUSTOMER INTELLIGENCE</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC Division	SM
<b>CHECKFREE DIRECT PAYMENTS</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC-Biller Solutions	SM
<b>CHECKFREE DISTRIBUTION</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC-Biller Solutions	SM
<b>CHECKFREE E-BILL</b> STATUS: Registered Serial No.: 75-056,622 Reg. No.: 2,695,972	<b>In Use by:</b> EC Division	®
<b>CHECKFREE E-BILL CONSOLE</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC-Biller Solutions	SM
<b>CHECKFREE E-BILL DIRECT</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC-Biller Solutions	SM
<b>CHECKFREE E-BILL EVERYWHERE</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC-Biller Solutions	SM
<b>CHECKFREE E-BILL LINK</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC-Biller Solutions	SM
<b>CHECKFREE E-BILL SUMMARY</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC-Biller Solutions	SM
<b>CHECKFREE E-CLUB</b> STATUS: Registered Serial No.: 76-293,476 Reg. No.: 2,640,974	<b>In Use by:</b> Health & Fitness	®

<b>CHECKFREE E-MAILBILL</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC-Biller Solutions	SM
<b>CHECKFREE E-MONEY</b> STATUS: Registered Serial No.: 76-293,477 Reg. No.: 2,684,591	<b>In Use by:</b> Health & Fitness	®
<b>CHECKFREE PAYMENT</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC-Biller Solutions	SM
<b>CHECKFREE PHONE</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC Division	SM
<b>CHECKFREE PFM</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC Division	SM
<b>CHECKFREE WEB</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC Division	SM
<b>CHECKFREE WEB FOR SMALL BUSINESS</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC Division	SM
<b>CHECKFREE WIRELESS</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC Division	SM
<b>CHECKFREE, POWERING PAYMENT ON THE WEB</b> STATUS: Pending Serial No.: 78-252,730	<b>In Use by:</b> EC-Biller Solutions	SM
<b>DYNAMIC DATA STREAM</b> STATUS: Pending Serial No.: 78-359,544	<b>In Use by:</b> EC Division	SM
<b>EVERYONE ON</b> STATUS: Pending	<b>In Use by:</b> EC-Biller Solutions	SM
<b>EXPERIENCE WHAT'S NEXT. EXPERIENCE CHECKFREE.</b> STATUS: Pending Serial No.: 78-359,231	<b>In Use by:</b> EC Division	SM
<b>INSTANT VIEW</b> STATUS: No Plan to Register Serial No.: N/A	<b>In Use by:</b> EC-Biller Solutions	SM
<b>MYBILLS.COM</b> STATUS: Pending (Suspended) Serial No.: 75-762,987	<b>In Use by:</b> Biller Solutions	SM
<b>MYCHECKFREE</b> STATUS: Pending Serial No.: 78-359,225	<b>In Use by:</b> EC-Biller Solutions	SM
<b>POWERING PAYMENT ON THE WEB</b> STATUS: Pending Serial No.: 78-252,741	<b>In Use by:</b> EC-Biller Solutions	SM
<b>RCM SOLUTIONS</b> STATUS: Registered Serial No.: 76-163,015 Reg. No.: 2,737,691	<b>In Use by:</b> EC Division Health & Fitness	®



<b>SMART RETRIEVAL</b> STATUS: Pending Serial No.: 78-359,206	<b>In Use by:</b> EC-Biller Solutions	SM
<b>SCOUT (design)</b> STATUS: Pending Serial No.: 78-352,515	<b>In Use by:</b> EC-Biller Solutions	SM
<b>SCOUT, THE CHECKFREE BILL RETRIEVER</b> STATUS: Pending Serial No.: 78-352,522	<b>In Use by:</b> EC-Biller Solutions	SM
<b>SINGLE-POINT BILL MANAGEMENT</b> STATUS: Pending Serial No.: 78-359,237	<b>In Use by:</b> EC	SM
<b>THE COMPANY THAT POWERS PAYMENT ON THE WEB</b> STATUS: Registered Serial No.: 76-469, 594 Reg. No.: 2,750,150	<b>In Use by:</b> EC Division Biller Solutions	®
<b>YOUR PERSONAL ONLINE PAYMENT CENTER</b> STATUS: Pending Serial No.: N/A	<b>In Use by:</b> EC-Biller Solutions	SM

**SCHEDULE 2**

**Patents and Patent Applications**

Patent #	Application # or Reference	1 <sup>st</sup> Inventor	Date Filed (US)	Date Issued (US)	Assignee	Title or Comment
<b>Assignment to "CheckFree Service Corporation"</b>						
	09/798,895	Ganesan	3/6/2001		CheckFree Service Corporation	Electronic Billing With Flexible Biller Controlled Electronic Bill Presentment
<b>Assignment to "CheckFree Services Corporation"</b>						
	10/234,181	Kight, Pete	9/5/2002		CheckFree Services Corporation	Payment Processing Utilizing Alternate Account Identifiers
	09/820-803	Ganesan	3/30/2001		CheckFree Services Corporation	Multiple Mode Registration and Payment Processing
	09/734,694	Ganesan	12/13/2000		CheckFree Services Corporation	Dynamic Biller List Generation
	09/749,596	Ganesan	12/28/2000		CheckFree Services Corporation	Technique For Electronic Funds Escrow
	09/749,597	Ganesan	12/28/2000		CheckFree Services Corporation	Technique of Registration for and Direction of Electronic Payments in Real-Time
	09/849,979	Ganesan	5/8/2001		CheckFree Services Corporation	Electronic Greeting Card With Gift Payment
	09/849,978	Ganesan	5/8/2001		CheckFree Services Corporation	Technique For Debit and Credit Triggering
	09/515,495	Wallace	2/29/2000 5/1/2001		CheckFree Services Corporation	Electronic Bill Presentment and Payment Exchange
	09/749,595	Ganesan	12/28/2000		CheckFree Services Corporation	Electronic Payment Risk Processing
	09/984,636	Dreyer	10/30/2001		CheckFree Services Corporation	Multiple Mode Input and Output
	09/892,897	Kight, Pete	6/29/2001		CheckFree Services Corporation	Inter-Network Financial Service
	09/984,568	Kight, Pete	10/30/2001		CheckFree Services Corporation	Inter-Network Electronic Billing
	10/109,037	Hobday	3/29/2002		CheckFree Services Corporation	System and Method To Provide Interoperable Service Across Multiple Clients
	10/234,533	Dreyer	9/5/2002		CheckFree Services Corporation	Payment Processing With Selective Crediting
	10/206,239	Moenickheim	7/29/2002		CheckFree Services Corporation	A Technique For Account Authentication

**SCHEDULE 3**

**Copyrights**

None