

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Access Cash International, Inc.		03/01/2000	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	Access Cash International L.L.C.
Street Address:	Gainey Center II
Internal Address:	8501 N. Scottsdale Road, Suite 300
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85253
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2448507	ACCESS CASH
Registration Number:	2530861	ACCESS CASH
Registration Number:	2265846	ACCESS CASH
Registration Number:	2365498	ACCESS CASH
Registration Number:	2319919	ACCESS CASH

CORRESPONDENCE DATA	
Fax Number:	(212)859-4000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212.859.8000
Email:	craig.brody@friedfrank.com
Correspondent Name:	Craig J. Brody
Address Line 1:	Fried Frank et al LLP
Address Line 2:	One New York Plaza
Address Line 4:	New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	30368-19
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OP \$140.00 2448507

NAME OF SUBMITTER:

Craig J. Brody

**Total Attachments: 5**

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**ASSET CONTRIBUTION AGREEMENT**

**by and between**

**ACCESS CASH INTERNATIONAL, INC.**

**and**

**ACCESS CASH INTERNATIONAL LLC**

**Effective as of March 1, 2000**

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ASSET CONTRIBUTION AGREEMENT, effective as of March 1, 2000, between Access Cash International, Inc., a Minnesota corporation ("ACI"), and Access Cash International LLC, a Delaware limited liability company (the "Company").

WHEREAS, capitalized terms used without definition in this Agreement shall have the meanings assigned to such terms in that certain Limited Liability Company Agreement, of even date herewith (the "LLC Agreement"), by and between eFunds Corporation, a Delaware corporation (the "Contributor"), and ACI or the Cash Contribution Agreement, of even date herewith (the "Cash Contribution Agreement"), by and between the Contributor, ACI and the Company;

WHEREAS, ACI has agreed to transfer substantially all of its assets and liabilities to the Company in exchange for [REDACTED]

[REDACTED]

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Authorization of the Interests. [REDACTED]

2. Issuance of Units; Transfer of Assets. Subject to the terms and conditions of this Agreement, at the First Closing, the Company agrees to issue the Units to ACI, and ACI agrees to contribute all of the assets described in Section 5.01 (other than those described in Section 9.01) of this Agreement (the "Contributed Property") and all of its liabilities (other than the Excluded Liabilities) to the Company in exchange for such Interests. [REDACTED]

3. Closing Date; Delivery.

3.01 Closing Date. [REDACTED]

3.02 Delivery. [REDACTED]

[REDACTED]

[REDACTED]

4. Definitions.

[REDACTED]

5. Representations and Warranties by ACI. Except as specifically disclosed in the Disclosure Schedule attached hereto as Exhibit A (the "Disclosure Schedule"), ACI represents and warrants to the Company that:

5.01 Company Assets. Except as provided in Section 9.01, the assets to be transferred to the Company on the Closing Date constitute all of ACI's right, title and interest as of the Closing Date in and to all of the assets of ACI of every kind and description, whether tangible or intangible, real, personal or mixed (collectively, the "Company Assets"), including, but not limited to:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(f) All inventions, trade secrets, formulae, process engineering, technical data, art works, schematic drawings, secret processes, engineering drawings, proprietary rights, proprietary knowledge, proprietary processes, know-how, computer software and programming know-how (including source code, object code, on-line files, documentation, testing materials, reports, etc.), product plans, product designs, information on product costs, product prices, product names, business opportunities, research and development, software development tools, marks, trademarks, names, symbols, service marks, tradenames, logos, slogans, copyrights, patents and other industrial and intellectual property rights and all applications therefor, registrations thereof and licenses in respect thereof necessary to or used in the design, use, distribution, manufacture, sale, or maintenance of ACI's products and services or otherwise used or useful in the conduct of the Business (the "Proprietary Assets"). Without limiting the generality of the foregoing, the Proprietary Assets shall include all of ACI's right, title and interest in and to the Proprietary Programs;

[REDACTED]

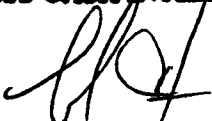
[REDACTED]

[REDACTED]

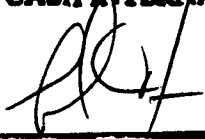
(j) All goodwill associated with the Business (the "Goodwill");

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

**ACCESS CASH INTERNATIONAL LLC**

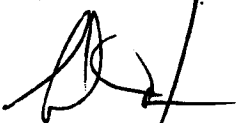
By   
Its: Maurice

**ACCESS CASH INTERNATIONAL, INC**

By   
Its: President/CEO

Accepted and Agreed as to the provisions of Section 7 and Section 12.14 only:

**THE PRINCIPALS**

  
\_\_\_\_\_  
Frank A. Capen, Jr.

  
\_\_\_\_\_  
Michael J. Roth

  
\_\_\_\_\_  
Margaret A. Roth