

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Commissioner for Trademarks: Please record the attached copies of an original document.

1. Name of conveying party(ies):
Sterling Commerce, Inc.

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation—State Delaware
 Other _____

Additional name(s) attached? Yes No

2. Name and address of receiving party(ies):
Sterling Commerce (Northern America), Inc.
15301 Dallas Parkway, Suite 400
Addison, TX 75001

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation—State Delaware
 Other _____

3. Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other _____

Execution Date: September 11, 2003

If the assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

Additional names/addresses attached? Yes No

4. Application number(s) or trademark number(s):
A. Trademark Application No(s):

B. Trademark No(s):
2,181,836

Additional numbers attached? Yes No

5. Name/address of party to whom correspondence concerning document should be mailed:
TERRY J. STALFORD
Fish & Richardson P.C.
5000 Bank One Center
1717 Main Street
Dallas, Texas 75201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR §3.41): \$40.00
 Enclosed
 Authorized to charge Deposit Account.

8. Deposit Account No.: 06-1050
Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.

DO NOT USE THIS SPACE

9. Statement and Signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document*

Terry J. Stalford
Name of Person Signing


Signature

11/11/04
Date

Total number of pages including cover sheet, attachments, and document: 8

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CH \$40.00 061050 2181836

CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

11-11-04
Date of Transmission

Sandra Bukovac
Signature

SANDRA BUKOVAC
Typed or Printed Name of Person Signing Certificate

TRADEMARK

[Execution Copy]

DEED OF ASSIGNMENT OF TRADEMARKS

This DEED OF ASSIGNMENT OF TRADEMARKS ("*Assignment*"), dated as of September 11, 2003 (the "*Effective Date*") is from Sterling Commerce, Inc., a Delaware corporation, ("*Assignor*") to Sterling Commerce (Northern America), Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor is willing to assign to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks, trade names, brand names and Internet domain names described in Schedule A, Schedule B and Schedule C, attached hereto (all such trademarks, service marks, trade names, brand names and Internet domain names hereinafter referred to, collectively, as the "*Assigned Trademarks*").

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

ARTICLE 1 ASSIGNMENT

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee its entire right, title and interest in and to the Assigned Trademarks together with any and all registrations thereof and any associated goodwill of the business being transferred to Assignee including the right to recover for damages and profits for past, present, or future infringements.

Assignor agrees to execute and deliver upon reasonable advance notice and at the sole cost and expense of the Assignee, all papers, instruments, and assignments, and to perform any other acts reasonably necessary to vest all Assignor's rights, title, and interest in and to the Assigned Trademarks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

ARTICLE 2 BINDING PROVISIONS

This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and permitted assigns.

ARTICLE 3 GOVERNING LAW

All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of Texas, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Deed and Assignment of Trademarks to be duly executed and delivered by an officer thereunto duly authorized as of the date and year first above written.

STERLING COMMERCE, INC.

By: [Signature]
Name: Morgan L. Crew
Title: Attorney-in-Fact

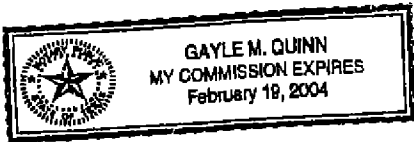
STERLING COMMERCE (NORTHERN AMERICA), INC.

By: [Signature]
Name: Sidney Hicks
Title: President and Chief Executive Officer

STATE OF TEXAS)
)
COUNTY OF DALLAS)

:SS

The foregoing instrument was acknowledged before me this 11th day of SEPTEMBER, 2003, by MORGAN L. CREW, ATTORNEY IN FIRM of STERLING COMMERCE, INC, as his act and deed, and the free act and deed of Sterling Commerce, Inc.

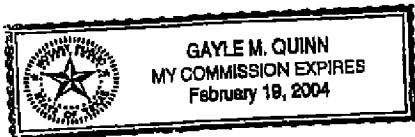


Gayle M. Quinn
Notary Public: GAYLE M. QUINN
My commission expires: 2-18-2004

STATE OF TEXAS)
)
COUNTY OF DALLAS)

:SS

The foregoing instrument was acknowledged before me this 11th day of SEPTEMBER, 2003, by SIMON HICKS, PRESIDENT + CEO of STERLING COMMERCE (NORTHERN AMERICA), INC, as his act and deed, and the free act and deed of Sterling Commerce (Northern America), Inc.



Gayle M. Quinn
Notary Public: GAYLE M. QUINN
My commission expires: 2-18-2004

**SCHEDULE A
ASSIGNED REGISTERED TRADEMARKS**

Trademark	Owner Name	Country Name	Registration No.
VECTOR	Sterling Commerce, Inc.	United States of America	1,769,783
VECTOR	Sterling Commerce, Inc.	Australia	620638
VECTOR	Sterling Commerce, Inc.	Canada	TMA512388
VECTOR:ACH	Sterling Commerce, Inc.	United States of America	2,110,718
VECTOR:ADJUSTMENTS	Sterling Commerce, Inc.	United States of America	1,933,692
VECTOR:ADJUSTMENTS	Sterling Commerce, Inc.	Australia	620653
VECTOR:ADJUSTMENTS	Sterling Commerce, Inc.	Canada	TMA464846
VECTOR:ADJUSTMENTS	Sterling Commerce, Inc.	United Kingdom	1559859
VECTOR:ANALYSIS	Sterling Commerce, Inc.	United States of America	1,933,691
VECTOR:ANALYSIS	Sterling Commerce, Inc.	Australia	620652
VECTOR:ANALYSIS	Sterling Commerce, Inc.	Canada	TMA464845
VECTOR:ANALYSIS	Sterling Commerce, Inc.	United Kingdom	1559864
VECTOR:AVAILABILITY	Sterling Commerce, Inc.	Australia	620651
VECTOR:AVAILABILITY	Sterling Commerce, Inc.	United Kingdom	1559869
VECTOR:BANKER	Sterling Commerce, Inc.	United States of America	2,112,222
VECTOR:CASH	Sterling Commerce, Inc.	United States of America	2,308,618
VECTOR:CLEARING	Sterling Commerce, Inc.	United States of America	1,933,694
VECTOR:CLEARING	Sterling Commerce, Inc.	Australia	620648
VECTOR:CLEARING	Sterling Commerce, Inc.	United Kingdom	1559871
VECTOR:COLLECTIONS	Sterling Commerce, Inc.	United States of America	1,951,716
VECTOR:COLLECTIONS	Sterling Commerce, Inc.	Australia	620616
VECTOR:CONNEXION	Sterling Commerce, Inc.	United States of America	1,933,674
VECTOR:CONNEXION	Sterling Commerce, Inc.	Australia	620617
VECTOR:CONNEXION	Sterling Commerce, Inc.	United Kingdom	1559850
VECTOR:DATAGUARD	Sterling Commerce, Inc.	Australia	620618
VECTOR:DELIVERY	Sterling Commerce, Inc.	United States of America	2,287,445
VECTOR:DESKTOP	Sterling Commerce, Inc.	United States of America	2,303,650
VECTOR:DETECT	Sterling Commerce, Inc.	United States of America	2,292,297
VECTOR:ENCODE	Sterling Commerce, Inc.	Australia	620619
VECTOR:FIVE	Sterling Commerce, Inc.	United States of America	1,942,325
VECTOR:FIVE	Sterling Commerce, Inc.	Australia	646454
VECTOR:FIVE	Sterling Commerce, Inc.	Canada	TMA455074
VECTOR:FIVE	Sterling Commerce, Inc.	United Kingdom	2004675
VECTOR:IMAGE	Sterling Commerce, Inc.	United States of America	ABANDONED
VECTOR:INQUIRY	Sterling Commerce, Inc.	United States of America	1,933,669
VECTOR:INQUIRY	Sterling Commerce, Inc.	Australia	620620
VECTOR:INQUIRY	Sterling Commerce, Inc.	Canada	TMA505318
VECTOR:INQUIRY	Sterling Commerce, Inc.	United Kingdom	1559924
VECTOR:INTERSTATE	Sterling Commerce, Inc.	United States of America	2,287,444
VECTOR:KITE	Sterling Commerce, Inc.	United States of America	1,933,670
VECTOR:KITE	Sterling Commerce, Inc.	Australia	620621
VECTOR:KITE	Sterling Commerce, Inc.	Canada	TMA482817
VECTOR:KITE	Sterling Commerce, Inc.	United Kingdom	1559918

Trademark	Owner Name	Country Name	Registration No.
VECTOR:MICROFILM	Sterling Commerce, Inc.	United States of America	1,933,677
VECTOR:MICROFILM	Sterling Commerce, Inc.	Canada	TMA505317
VECTOR:MICROFILM	Sterling Commerce, Inc.	Australia	620622
VECTOR:MONITOR	Sterling Commerce, Inc.	United States of America	2,287,443
VECTOR:NOTIFICATION	Sterling Commerce, Inc.	United States of America	1,933,676
VECTOR:NOTIFICATION	Sterling Commerce, Inc.	Australia	620624
VECTOR:NOTIFICATION	Sterling Commerce, Inc.	Canada	TMA505316
VECTOR:NOTIFICATION	Sterling Commerce, Inc.	United Kingdom	1559899
VECTOR:PAYMENTS	Sterling Commerce, Inc.	United States of America	2,110,717
VECTOR:PREDECISION	Sterling Commerce, Inc.	United States of America	1,933,702
VECTOR:PREDECISION	Sterling Commerce, Inc.	Australia	620626
VECTOR:PREDECISION	Sterling Commerce, Inc.	Canada	TMA505314
VECTOR:PRESENTMENT	Sterling Commerce, Inc.	United States of America	1,933,701
VECTOR:PRESENTMENT	Sterling Commerce, Inc.	Australia	620627
VECTOR:PRESENTMENT	Sterling Commerce, Inc.	Canada	TMA505313
VECTOR:PRESENTMENT	Sterling Commerce, Inc.	United Kingdom	1559849
VECTOR:RECONCILE	Sterling Commerce, Inc.	United States of America	1,932,003
VECTOR:RECONCILE	Sterling Commerce, Inc.	Canada	TMA505310
VECTOR:RECONCILE	Sterling Commerce, Inc.	United Kingdom	1559875
VECTOR:RECONCILE	Sterling Commerce, Inc.	Australia	620629
VECTOR:REFLEX	Sterling Commerce, Inc.	United States of America	2,181,836
VECTOR:REQUESTS	Sterling Commerce, Inc.	Australia	620630
VECTOR:REQUESTS	Sterling Commerce, Inc.	Canada	TMA505308
VECTOR:RETURNS	Sterling Commerce, Inc.	United States of America	1,932,004 -
VECTOR:RETURNS	Sterling Commerce, Inc.	Australia	620632
VECTOR:RETURNS	Sterling Commerce, Inc.	United Kingdom	1559890 ..
VECTOR:SIGNATURE	Sterling Commerce, Inc.	Australia	620633
VECTOR:SORT	Sterling Commerce, Inc.	United States of America	1,933,699
VECTOR:SORT	Sterling Commerce, Inc.	Australia	620635
VECTOR:SORT	Sterling Commerce, Inc.	Canada	TMA646844
VECTOR:SORT	Sterling Commerce, Inc.	United Kingdom	1559922
VECTOR:STORAGE	Sterling Commerce, Inc.	United States of America	2,284,941
VECTOR:TRACKING	Sterling Commerce, Inc.	Australia	620636
VECTOR:TRACKING	Sterling Commerce, Inc.	United Kingdom	1559911
VECTOR:TRACKING Stylized	Sterling Commerce, Inc.	United States of America	1,933,683
VECTOR:WIRE	Sterling Commerce, Inc.	United States of America	2,112,221

**SCHEDULE B
ASSIGNED COMMON LAW TRADEMARKS**

Description
VECTOR:XP Sort
VECTOR:Three
VECTOR:Emulate
VECTOR:Capture for Sort
VECTOR:Exceptions
VECTOR:Image for Check Management
VECTOR:Image ReScan
Fine Sort for VECTOR:Exceptions
Fine Sort for VECTOR>Returns
VECTOR:Correct for Proof
Delivery for VECTOR:Research
VECTOR:Delivery for Microimage
VECTOR:Desktop for Adjustments
VECTOR:Desktop for Requests
Image for VECTOR:Adjustments
VECTOR:Microimage
VECTOR:Research
VECTOR:Resolve-Check
VECTOR:Request24
VECTOR:ResearchLink
VECTOR:ReconNet
Delivery for VECTOR:Five
Desktop for VECTOR:Five
Desktop for VECTOR:Inquiry
VECTOR:Capture for Exceptions
VECTOR:Capture for Returns
Image for VECTOR:Five
Image for VECTOR:Kite
Storage for VECTOR:Kite
VECTOR:Capture for Prime Pass (3980)
VECTOR:Capture for Prime Pass (7780)
VECTOR:Capture for Prime pass (7790)
VECTOR:Capture for Prime Pass (7795)
VECTOR:Capture for Prime Pass & Sort
VECTOR:Solution 4
VECTOR:Lanprint for Adjustments
VECTOR:Advantage
VECTOR:Secure Access
VECTOR:ePayments Manager
VECTOR:Outsource

**SCHEDULE C
ASSIGNED INTERNET DOMAIN NAMES**

bsgdal.com
scdirectpay.com
scvector.com

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