

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/31/1999

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deluxe Corporation		12/31/1999	CORPORATION: MINNESOTA
Deluxe Financial Services, Inc.		12/31/1999	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Paper Payment Services, LLC
Street Address:	3680 Victoria Street North
City:	Shoreview
State/Country:	MINNESOTA
Postal Code:	55126
Entity Type:	Limited Liability Company: MINNESOTA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78444697	THE MOST POPULAR CHECKS IN THE WORLD
Serial Number:	76482722	ID THEFTBLOCK
Serial Number:	76977181	DELUXEPORT
Serial Number:	76337000	DELUXEPORT
Serial Number:	78452187	DELUXECARD
Serial Number:	76482721	DELUXE ID THEFTBLOCK
Registration Number:	2584245	SECUREMAIL
Registration Number:	2213255	DELUXE MARKETWISE
Registration Number:	2379596	D DELUXE
Registration Number:	2348627	DELUXE
Registration Number:	2375350	DELFORMS
Registration Number:	2237257	COLORCHOICE

CH \$340.00 78444697

Registration Number: 2236342 ADAPTAFORM

CORRESPONDENCE DATA

Fax Number: (978)449-3265
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9784493348
Email: hlabrecque@nebs.com
Correspondent Name: Heather B. LaBrecque
Address Line 1: 500 Main Street
Address Line 4: Groton, MASSACHUSETTS 01471

NAME OF SUBMITTER:	Anthony C. Scarfone
Signature:	/tony scarfone/
Date:	01/24/2005

Total Attachments: 4
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ASSIGNMENT, ASSUMPTION, CONSENT AND AMENDMENT AGREEMENT

This Assignment, Assumption, Consent and Amendment Agreement, dated as of December 31, 1999, by and between Deluxe Corporation, a Minnesota corporation ("Deluxe"), Deluxe Financial Services, Inc., a Minnesota corporation ("DFSI") and Paper Payment Services, LLC, a Minnesota limited liability corporation, ("PPS").

WHEREAS, pursuant to a series of Capital Contributions Agreements entered into by Deluxe, PPS Holding Company, PPS Services 1, Inc. and PPS Services 1, Inc. (each an affiliate of Deluxe) as of the date of this Assignment, Assumption, Consent and Amendment Agreement, PPS shall acquire the "Deluxe" trademark and all associated trademarks and logos and all of Deluxe's marketing and technical information pertaining to the manufacture, production, printing, distribution and sale of bank checks and related products and services;

WHEREAS, Deluxe and DFSI are parties to a Trademark License Agreement dated as of June 30, 1997 and a Marketing and Technical Information License Agreement, effective as of July 1, 1997 (in combination, "Agreements");

WHEREAS, Deluxe wishes to assign its rights and future obligations under the Agreements to PPS, and PPS wishes to assume all of Deluxe's rights and obligations under the Agreements; and

WHEREAS, In consideration of PPS's undertaking to assume and fulfill the future obligations of Deluxe under the Agreements and to agree to certain amendments to the Agreement to modify the royalty obligations and extend the terms thereunder, DFSI is willing to consent to such assignment and assumption.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment, Assumption, and Consent. Deluxe hereby assigns all of its rights and future obligations under the Agreements to PPS, and PPS hereby assumes all of such rights and obligations. DFSI hereby consents to Deluxe's assignment of its rights and future obligations under the Agreements. In addition, DFSI hereby releases and discharges Deluxe and its officers, directors and employees from any and all obligations, claims, damages or demands of any kind with respect to, arising out of, or in any way relating to the Agreements. Any and all obligations of Deluxe arising under the Agreements before the effective date of this Assignment, Assumption, Consent and Amendment Agreement shall survive.

2. Effectiveness. This Assignment, Assumption, Consent and Amendment Agreement shall become effective automatically upon the consummation of the

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Contribution to Capital. If no such contribution is consummated, this Assignment, Assumption, Consent and Amendment Agreement shall be of no force and effect whatsoever.

3. Amendment to Sections 4.1 through 4.3 of the Trademark License Agreement.

Upon the effective date of this Assignment, Assumption, Consent and Amendment Agreement, Sections 4.1 through 4.3 of the Trademark License Agreement are amended to read in their entirety as follows:

4.1 The term of this Agreement ("Term") shall commence as of July 1, 1997 and, unless sooner terminated in accordance with the terms hereof, shall continue in effect for a minimum period of fifteen (15) years.

4.2 Notwithstanding the foregoing, if, at any time, Licensee has ceased using the Licensed Trademark in connection with the Licensed Products as authorized hereunder for a period of one (1) year or more, this Agreement may be terminated by Licensor upon sixty (60) days' written notice by Licensor to Licensee.

4.3 After the first fifteen (15) years of the Term of this Agreement, the same shall automatically continue in force for an indefinite term except either party may terminate this Agreement by giving at least one (1) year prior written notice.

4. Amendment to Sections 9.1 through 9.4 of the Trademark License Agreement.

Upon the effective date of this Assignment, Assumption, Consent and Amendment Agreement, Sections 9.1 through 9.4 of the Trademark License Agreement are amended to read in their entirety as follows:

9.1 In consideration of the license granted by Licensor to Licensee pursuant to this Agreement and pursuant to a Marketing and Technical Information License Agreement entered into concurrently with this agreement, Licensee shall pay to Licensor an earned royalty equal to its Net Sales of all Licensed Products, reduced by Value Added Costs (Cost of Sales, Selling Expense and General and Administrative Expense), Service Fees (Fees paid to PPS under Deluxe Financial Services, Inc's Management and Administrative Services Agreement), and Operating Profit (8.5% of Value Added Costs). Such earned royalty shall be payable quarterly.

9.2 Licensee shall, within thirty (30) days after the expiration of each calendar quarter during the Effective Term, provide Licensor a report as to the earned royalty payable for such quarterly period.

9.3 Each such payment shall be made payable to Licensor at the address designated in writing from time to time by Licensor.

9.4 Licensee shall keep true and accurate books of accounts and records relating to the manufacture and sale of Licensed Products in such detail as will enable

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Licensor to ascertain royalties due under this Agreement. Licensor shall have the right to inspect such books of account and records and to make copies thereof during regular business hours during the Effective Term of this Agreement and for a period of six (6) months after its termination, to ascertain the accuracy of reports submitted pursuant to Paragraph 9.2.

5. Amendment to Section 11.2 of the Marketing and Technical Information License Agreement. Upon the effective date of this Assignment, Assumption, Consent and Amendment Agreement, Section 11.2 of the Marketing and Technical Information License Agreement is amended to read in its entirety as follows:

11.2 Effective Term. This Agreement shall continue in force for a minimum period of fifteen (15) years unless terminated sooner in accordance with provisions of this Paragraph.

6. Complete Agreement. This Assignment, Assumption, Consent and Amendment Agreement contains the complete agreement between the parties with respect to the subject matter and supersedes any prior understanding, agreement or representation between the parties, written or oral, which relate to the subject matter.

IN WITNESS WHEREOF, the parties have caused this Assignment, Assumption, Consent and Amendment Agreement to be signed as of the date first above written.

PAPER PAYMENT SERVICES, LLC.

By: [Signature]
Name: RONALD ELLERS
Its: PRESIDENT

DELUXE FINANCIAL SERVICES, INC.

By: [Signature]
Name: RONALD ELLERS
Its: PRESIDENT

DELUXE CORPORATION

By: [Signature]
Name: _____
Its: _____

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SCHEDULE

Trademark	Registration / Application No.	Registration / Application Date
ADAPTAFORM	2,236,342	March 30, 1999
COLORCHOICE	2,237,257	April 6, 1999
DELFORMS	2,375,350	August 8, 2000
DELUXE	2,348,627	May 9, 2000
DELUXE (and design)	2,379,596	August 22, 2000
DELUXE ID THEFTBLOCK	76/482,721	January 16, 2003
DELUXE MARKETWISE	2,213,255	December 22, 1998
DELUXECARD	78/452,187	July 16, 2004
DELUXEPORT	76/337,000	November 13, 2001
DELUXEPORT	76/977,181	November 13, 2001
ID THEFTBLOCK	76/482,722	January 16, 2003
SECUREMAIL	2,584,245	June 25, 2002
THE MOST POPULAR CHECKS IN THE WORLD	78/444,697	July 1, 2004

RECORDED: 01/24/2005

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