

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GO Software, Inc.		02/28/2005	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	VeriFone, Inc.		
Street Address:	2099 Gateway Place		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78544208	IPCHARGE	
Serial Number:	78472781	PCCHARGE	
Registration Number:	2341229	PC-CHARGE	
Serial Number:	78470139	RITA SERVER	
CORRESPONDENCE DATA			
Fax Number:	(650)461-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-461-5652		
Email:	webbd@sullcrom.com		
Correspondent Name:	Daniel N. Webb		
Address Line 1:	1870 Embarcadero Road		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Palo Alto, CALIFORNIA 94303-3308		
NAME OF SUBMITTER:	David W. Falk		
Signature:	/David W. Falk/		

OP \$115.00 78544208

TRADEMARK

Date:

02/28/2005

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of February 28, 2005 (the "Effective Date"), is made by and between GO Software, Inc., a Georgia corporation with an office at 5000 Business Center Drive, Suite 1000, Savannah, GA 31405 ("Assignor") and VeriFone, Inc., a Delaware corporation with an office at 2099 Gateway Place, San Jose, California 95110 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to each trademark, trademark application for registration and registration identified on Schedule 1A, and all goodwill associated therewith and symbolized thereby (collectively, the "Trademarks");

WHEREAS, Assignor, Assignee and Return on Investment Corporation have entered into that certain Asset Purchase Agreement dated December 6, 2004 ("Agreement"); and

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee desires to receive, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all right, title and interest in and to the Trademarks for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives (all collectively, the "Trademark Rights"). Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration of the Trademark Rights; (2) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Trademark Rights, including, without limitation, testifying as to any facts relating to the Trademark Rights

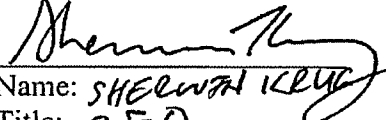
assigned herein and this Assignment; (3) in obtaining any additional protection for the Trademark Rights that Assignee reasonably may deem appropriate; and (4) in the implementation or perfection of this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and wholly performed therein.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

GO Software, Inc.

By: 
Name: SHEENA KELLY
Title: CFO

VeriFone, Inc.

By: _____
Name:
Title:

[Notary seal for assignor]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

GO Software, Inc.

VeriFone, Inc.

By: _____

By: *B. Zwarenstein*

Name:

Name: B. ZWARENSTEIN

Title:

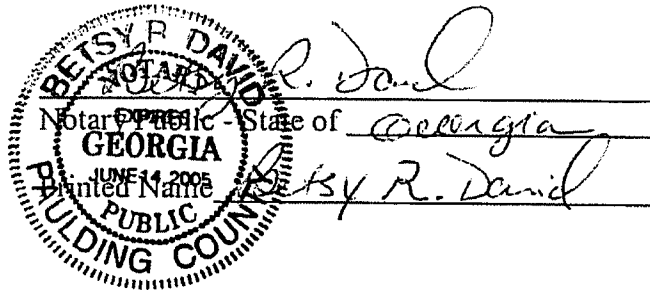
Title: CFO

[Notary seal for assignor]

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF Fulton ss.:

On this 28 day of February 2005, before me personally came Sherman Kevy, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Financial Officer of GO Software, Inc., a Georgia corporation, and that he executed the foregoing instrument in the firm name of GO Software, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



My Commission Expires:
June 14, 2005

Schedule 1A: Trademarks and Service Marks

Mark	Registration No. (Application No.)	Registration Date (Filing Date)	Status	Record Owner
IPCHARGE	(78/544,208)	(January 7, 2005)	Pending	GO Software, Inc.
PCCHARGE	(78/472,781)	(August 24, 2004)	Pending	GO Software, Inc.
PC-CHARGE	2,341,229	April 11, 2000	Registered	GO Software, Inc.
RITA SERVER	(78/470,139)	(August 19, 2004)	Pending	GO Software, Inc.
PCCHARGE PRO				
PCCHARGE EXPRESS				
PCCHARGE PAYMENT SERVER				
PCCHARGE DEVKIT				
PCCHARGE PERKS				
GO JAVACARD				
GO AUTHORIZER				
VIRTUAL CHARGE				