

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/01/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Financial Solutions, Inc.		04/01/2005	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Advanced Financial Solutions LLC
Street Address:	4101 West 38th Street
City:	Souix Falls
State/Country:	SOUTH DAKOTA
Postal Code:	57106
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78584883	ADVANCED FINANCIAL SOLUTIONS
Serial Number:	78584876	AFS
Registration Number:	2778340	CHECKPORT
Registration Number:	2867462	ENDPOINT EXCHANGE

CORRESPONDENCE DATA

Fax Number: (414)298-8097
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414-298-1000
 Email: klee@reinhartlaw.com
 Correspondent Name: Kent A. Lee, Esq.
 Address Line 1: 1000 North Water Street
 Address Line 2: Suite 2100
 Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER: Kent A. Lee

TRADEMARK

Signature:	/kal/
Date:	04/20/2005
Total Attachments: 4 source=advanced financial trademark assignment#page1.tif source=advanced financial trademark assignment#page2.tif source=advanced financial trademark assignment#page3.tif source=advanced financial trademark assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 1st day of April, 2005 (the "Effective Date"), from ADVANCED FINANCIAL SOLUTIONS, INC., an Oklahoma corporation (the "Assignor") to ADVANCED FINANCIAL SOLUTIONS LLC, a Delaware limited liability company (the "Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Assignor is the owner of certain trademark registrations, trademark applications, and/or common law trademarks (herein referred to as the "Trademarks").

B. Pursuant to an Agreement for the Contribution of Intellectual Properties dated April 1, 2005 (the "Contribution Agreement"), Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Trademarks to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration (including that recited in the Contribution Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor assigns the Trademarks as follows:

1. Definitions of Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademark registrations, trademark applications, and/or common law trademarks listed in Appendix A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademarks. The assignment of the Assigned Trademarks granted by Assignor to Assignee in this Assignment is granted free

and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

3. General Provisions.

3.1 Merger and Integration. This Assignment together with the Agreement for the Contribution of Intellectual Properties represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein.

3.2 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

3.3 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

3.4 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

3.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original

and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

3.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

3.7 Recitals. The Parties agree that the recitals prior to section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

3.8 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, USA.

3.9 Further Assurances. Upon request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Assignor as of the date first written above.

ASSIGNOR:

ADVANCED FINANCIAL
SOLUTIONS, INC.

By: 

Name: Gary Nelson

Title: President

APPENDIX A

List of the Assigned Trademarks

<u>SERIAL NO.</u>	<u>FILED</u>	<u>REG NO.</u>	<u>ISSUED</u>	<u>MARK</u>	<u>CLASS</u>
76/307,016	08/29/01	2,778,340	10/28/03	CHECKPORT	9
76/450,015	09/16/02	2,867,462	07/27/04	ENDPOINT EXCHANGE	9
78/584,883	03/10/05	N/A	N/A	ADVANCED FINANCIAL SOLUTIONS	36
78/584,876	03/10/05	N/A	N/A	AFS	36