

12-01-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)



S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office

11-29-04

RECO. 102893014  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Intercept Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Georgia

Execution Date(s) 12-31-04

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Down Acquisition Corp.

Internal

Address: 11601 Roosevelt Blvd.

Street Address:

City: St. Petersburg

State: Florida

Country: USA Zip: 33717

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Georgia
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,933,415 ; 1,914,583 ; 2,020,736

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

PERSONAL BRANCH ; MANAGING YOUR MONEY ; MYM

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lisa Furjanic

Internal Address: Certegy Inc.

Street Address: 100 2nd Ave. South Suite 1100 S, NT-41

City: St. Petersburg

State: Florida Zip: 33701

Phone Number: 727-227-8410

Fax Number: 727-556-9196

Email Address: lisa.furjanic@certegy.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-3277  
Authorized User Name Lisa Furjanic

9. Signature:

*Lisa E. Furjanic*  
Signature

11/24/04  
Date

Lisa E. Furjanic  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/30/2004 EDUMPER 00000095 503277 1933615

40.00 BA  
125.00 BA

01 FC: 6521  
02 FC: 6522

Additional Trademarks And Registration Numbers

- MECA (Reg. No. 2,020,732)
- MECA and design (Reg. No. 1,312,113)
- BASIC BUILDING BLOCKS (Reg. No. 1,309,777)

## RELEASE

This Release is being executed and delivered in connection with the Asset Purchase Agreement ("Purchase Agreement"), dated December 5, 2002, by and by and between Netzee, Inc., a Georgia corporation ("Netzee"), and Down Acquisition Corporation, a Georgia corporation, ("Certegey"). Capitalized terms used but not defined in this Release shall have the meanings set forth in the Purchase Agreement.

The undersigned acknowledges that execution and delivery of this Release is a condition to the obligation of Certegey to consummate the transactions contemplated by and provided for in the Purchase Agreement, and that Certegey is relying on this Release in consummating those transactions.

In consideration of (a) \$10 in hand paid, (b) Certegey entering into the Purchase Agreement, and (c) Certegey consummating the transactions contemplated by the Purchase Agreement, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the undersigned, on behalf of itself and all of its predecessors-in-interest, successors-in-interest, and assigns (collectively with the undersigned, the "Releasing Parties"), and (as applicable) as a current or former shareholder of Netzee and its predecessors-in-interest, irrevocably, unconditionally, and fully releases, remises, acquits and forever discharges Certegey and each of its subsidiaries and Affiliates, and their respective directors, officers, shareholders, employees, agents, successors and assigns (collectively, the "Released Parties"), of and from any and all debts, demands, actions, causes of action, suits, claims, judgments, damages, costs, expenses, attorneys' fees, penalties and liabilities, of every kind, character, nature and description, whether now known or unknown, suspected or claimed, whether vested, fixed or contingent, whether at law or in equity (collectively, "Claims"), which any of the Releasing Parties ever had or now has for, upon or by reason of any agreement (written or oral), matter, cause, event, occurrence, or state of facts whatsoever made, occurring or taking place at any time on or prior to the date hereof relating to: (x) any encumbrances on the Purchased Assets, (y) the undersigned's rights or status as a shareholder of Netzee, or (z) the undersigned's rights or status as a lender, debt holder or beneficiary of any security interest, lien, mortgage, pledge, encumbrance or hypothecation of any of the assets of Netzee.

The undersigned represents and acknowledges that: (i) the undersigned has conducted whatever investigation is necessary to ascertain all facts and matters related to this Release; (ii) it has been advised to consult with and receive advice from legal counsel of the undersigned's choice concerning this Release; and (iii) it is not relying in any way on any statement or representation by any of the Released Parties or their representatives, agents or attorneys, except as expressly stated in this Release, in reaching the undersigned's decision to execute and deliver this Release.

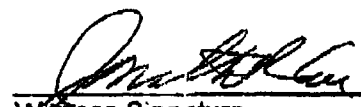
Without in any way limiting any of the rights and remedies otherwise available to any Released Party, the undersigned shall indemnify and hold harmless each of the Released Parties from and against all losses, costs liabilities, claims, damages (including incidental and consequential damages) or expenses (including costs of investigation and defense and reasonable attorney's fees) whether or not involving third party claims, arising directly or indirectly from or in connection with: (i) the assertion by or on behalf of the undersigned or any of his Releasing Parties of any claim or other matter purported to be released pursuant to this Release; or (ii) any breach of this Release by the undersigned.

This Release shall be governed by, and construed, interpreted and enforced, in accordance with the Laws of the State of Georgia without regard to its conflicts of laws principles.

All rights and restrictions contained in this Release may be exercised and will be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary to render this Release legal, valid and enforceable. If any term of this Release, or part of this Release, not essential to its commercial purpose is held illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the undersigned that the remaining terms of this Release, or part of this Release, will constitute a binding agreement with respect to the subject matter of this Release and all remaining terms, or parts of this Release, will remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Release will be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision.

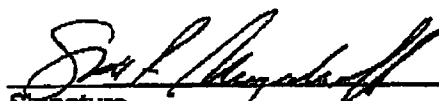
In Witness Whereof, the undersigned has executed and delivered this Release as of this 31st day of December, 2002.

INTERCEPT, INC.

  
\_\_\_\_\_  
Witness Signature

Jonathan R. Cole  
\_\_\_\_\_  
Witness Name

770-840-2542  
\_\_\_\_\_  
Witness Telephone Number

  
\_\_\_\_\_  
Signature

Scott R. Meyerhoff SUP CFO  
\_\_\_\_\_  
Name and Title