

01-14-2005

Form PTO-1594
(Rev. 10/02)
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S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102920064

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1/10/05

1. Name of conveying party(ies):
Metavante Corporation

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Intuit Inc.
Internal
Address: _____
Street Address: 2535 Garcia Avenue
City: Mountain View State: CA Zip: 94043

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

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)
 Additional name(s) & address(es) attached? Yes No

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

Execution Date: December 30, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
 2,325,924

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)\$ 40.00

Enclosed and
 Authorized to be charged to deposit account, if necessary

8. Deposit account number:
50-0261

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Linda G. Henry
 Internal Address: Fenwick & West LLP

 Street Address: 801 California Street

 City: Mountain View State: CA Zip: 94041

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)\$ 40.00

Enclosed and
 Authorized to be charged to deposit account, if necessary

8. Deposit account number:
50-0261

OPR/FINANCE
JAN 10 PM 12:05

DO NOT USE THIS SPACE

9. Signature.
 Linda G. Henry

 Signature
 January 10, 2005

 Date

01 13/2005 DBYRNE 0000065 2325924
01 EC:8521

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003104 FRAME: 0376

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 30th day of December, 2004 (the "Effective Date"), from METAVANTE CORPORATION, a Wisconsin corporation (the "Assignor") to INTUIT, INC., a Delaware corporation (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. Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Trademarks to Assignee, and Assignee desires to accept such assignments.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definitions of Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademark applications, registrations and unregistered marks listed in Appendix A, 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 of the Asset Purchase Agreement by and between the Parties, effective November 9, 2004 (the "Purchase Agreement"), 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. Representations and Warranties. Assignor expressly represents and warrants that (i) to the best of his knowledge, no third party other than Assignee has any right, title or interest in the Trademark; (ii) Assignor has taken no actions which adversely affect Assignee's rights under this Agreement; (iii) Assignor has not executed any assignments, sales, agreements, liens, mortgages, or encumbrances that effect the Trademark; and (iv) Assignor has the right to execute and enter into this Agreement, to perform its obligations hereunder, and to assign the Trademark and all other rights transferred hereunder. Assignee represents and warrants that it has the power to enter into this Agreement and perform the obligations assumed hereunder.

4. General Provisions.

4.1 Merger and Integration. This Assignment, the Purchase Agreement, and the Bill of Sale (as defined in the Purchase Agreement) 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 thereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto.

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

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

4.9 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.

[Remainder of page intentionally left blank – signature page to follow]

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

ASSIGNOR:

METAVANTE CORPORATION

By: N. J. Daroga
Name: NORRIE J. DAROGA
Title: SVP

State of Wisconsin)
 : SS
Milwaukee County)

This instrument was acknowledged before me on the 26th day of December, 2004, by Norrie J. Daroga as Senior Vice President of Metavante Corporation.

[Seal]

Patricia J. Spaight
Notary Public, State of Wisconsin
My Commission is permanent



ASSIGNEE:

INTUIT, INC.

By: Greg Paulsen
Name: Greg Paulsen
Title: V.P. Corp. Development

APPENDIX A

Assigned Trademarks

Mark	Country	Serial No.	Reg. No.
PAYTRUST	U.S.	75/609,583	2,325,924
PAYTRUST PRESENT EVERYTHING	U.S.	Common Law	Common Law
PRESENT EVERYTHING	U.S.	Common Law	Common Law
COMPLETE BILL MANAGEMENT	U.S.	Common law	Common law
PAYTRUST	Canada	1,058,514	TMA587,868
PAYTRUST	CTM	001211903	001211903