

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/31/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Internet Billing Company, LLC		03/31/2004	limited liability company: DELAWARE

**RECEIVING PARTY DATA**

Name:	InterCapt Payment Solutions, LLC
Street Address:	2200 S.W. 10th Street
City:	Deerfield Beach
State/Country:	FLORIDA
Postal Code:	33442
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	76267255	IPAY
Serial Number:	76267254	IPAY.COM

**CORRESPONDENCE DATA**

Fax Number: (415)217-5910  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 415.434.1600  
 Email: trademark@howardrice.com  
 Correspondent Name: Carole F. Barrett  
 Address Line 1: Three Embarcadero Center, 7th Floor  
 Address Line 4: San Francisco, CALIFORNIA 94111-4024

NAME OF SUBMITTER:	Carole F. Barrett
Signature:	/CFB_lmd/

CH \$65.00 76267255

Date:

08/11/2005

**Total Attachments: 3**

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~~IPS interests~~ ~~rights~~ ~~belong to~~

iB11 → Seller

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~~IPS ac to IPO and MAs~~  
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**ASSET TRANSFER AGREEMENT**

THIS ASSET TRANSFER AGREEMENT (the "Agreement"), is made and entered into as of the \_\_\_ day of March, 2004, by and between Internet.Billing Company, LLC, a Georgia limited liability company ("IBC"), and InterCept Payment Solutions, LLC, a Delaware limited liability company ("IPS").

WHEREAS, InterCept, Inc., a Georgia corporation ("ICPT"), the owner of all the membership interests of both IPS and IBC, intends to sell its member interests in IBC to a third party pursuant to that certain Member Interest Purchase Agreement dated March \_\_, 2004 (the "Purchase Agreement") and intends to merge IPS with and into another third party pursuant to that certain Agreement and Plan of Merger dated March \_\_, 2004 (the "Merger Agreement" and, together with the Purchase Agreement, to be referred to herein as the "Merchant Division Agreements");

WHEREAS, the Merchant Division Agreements contemplate that (1) certain intellectual property and (2) certain assets and liabilities relating to the non-adult entertainment operations of IBC will be transferred to IPS prior to the close of the transactions contemplated by the Merchant Division Agreements;

WHEREAS, IPS will grant IBC a license under that certain Software License Agreement dated as of March \_\_, 2004 (the "Software License") to use certain intellectual property so that IBC may continue to operate its business;

WHEREAS, the parties hereto deem it in their respective best interests for IBC to transfer certain of its assets and liabilities to IPS immediately prior to consummation of the transactions contemplated by the Merchant Division Agreements;

WHEREAS, IBC desires to transfer to IPS, and IPS desires to acquire from IBC, the assets and liabilities upon the terms and conditions hereinafter set forth; and

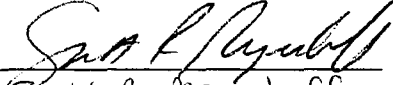
WHEREAS, the parties hereto desire that this Agreement shall set forth their full and complete understanding of the terms and conditions under which IBC shall transfer and IPS shall acquire the assets and liabilities;

NOW THEREFORE, in consideration of the transactions under the Merchant Division Agreements, the execution of the Software License, and of the mutual promises, covenants, representations, warranties and agreements contained herein, and intending to be legally bound, IBC and IPS hereby agree as follows:

*Signature page for Asset Transfer Agreement*

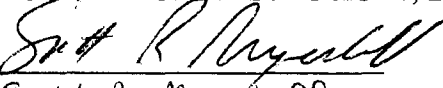
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

INTERNET BILLING COMPANY, LLC

  
By: Scott R. Meyerhoff  
Its: Chief Financial Officer

[CORPORATE SEAL]

INTERCEPT PAYMENT SOLUTIONS, LLC

  
By: Scott R. Meyerhoff  
Its: Chief Financial Officer

[CORPORATE SEAL]

# Cooley Godward LLP

## SCHEDULE 1.1.1B RELATED INTELLECTUAL PROPERTY

The following intellectual property makes up the NEXGEN Software and its related Intellectual Property Rights:

### Patents and Patent Applications

<i>Exact Legal Name of Owner</i>	<i>Description of Intellectual Property</i>	<i>Country(ies) of Registration</i>	<i>Application or Registration Number(s)</i>	<i>Application or Registration Date(s)</i>
Internet Billing Company, LLC	Online Revenue Sharing	United States	U.S. Patent App. Serial No. 09/745,769;	Filing Date December 22, 2000

### Registered Trademarks and Trademark Applications

<i>Exact Legal Name of Owner</i>	<i>Description</i>	<i>Country(ies) of Registration</i>	<i>Application or Registration Number(s)</i>	<i>Application or Registration Date(s)</i>
Internet Billing Company, LLC	I PAY INTERNET BILLING COMPANY (Stylized)	United States	Serial No. 76/267253; Reg. No. 2698527	Filing Date June 5, 2001
Internet Billing Company, LLC	IPAY.COM	United States	Serial No. 76/267254; Reg. No. 2698528	Filing Date June 5, 2001
Internet Billing Company, LLC	IPAY	United States	Serial No. 76/267255; Reg. No. 2698529	Filing Date June 5, 2001
Internet Billing Company, LLC	NEXGEN (Figurative)	United States	Serial No. 78/203857	Filing Date January 16, 2003
Internet Billing Company, LLC	NEXGEN	United States	Serial No. 78/203879	Filing Date January 16, 2003
Internet Billing Company, LLC	IPAY (Stylized)	European Union	Serial No. 002805521	Filing Date July 18, 2002; (EU (OHIM))
Internet Billing Company, LLC	IPAY	Japan	Serial No. 2002-064658	Filing Date July 31, 2002; (Japan)
Internet Billing Company, LLC	IPAY	Japan	Reg. No. 4656003	Filing Date May 23, 2002; (Japan)
Internet Billing Company, LLC	I PAY INTERNET BILLING COMPANY (Stylized)	European Union	Serial No. 002352698	Filing Date August 20, 2001; (EU (OHIM))
Internet Billing Company, LLC	IPAY	European Union	Reg. No. 002343937	Filing Date August 17, 2001; (EU (OHIM))

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