

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Netzee, Inc.		05/11/2001	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	iPay, LLC		
<b>Street Address:</b>	232 Poplar Street		
<b>City:</b>	Elizabethtown		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	42701		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: KENTUCKY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2198290	CALL ME BILL	
Registration Number:	2220448	CALL ME BILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(502)588-1960		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5026252784		
<b>Email:</b>	sduvall@midtreut.com		
<b>Correspondent Name:</b>	Scot A. Duvall		
<b>Address Line 1:</b>	2500 Brown & Williamson Tower		
<b>Address Line 2:</b>	401 S. Fourth Avenue		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>ATTORNEY DOCKET NUMBER:</b>	ZP026-04002		
<b>NAME OF SUBMITTER:</b>	Scot A. Duvall		
<b>Signature:</b>	/Scot A. Duvall/		

OP \$65.00 2198290

Date:

10/11/2005

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

WHEREAS, NETZEE, INC., a corporation of the state of Georgia, adopted and continuously used up to May 1, 2001 the following "marks" which are registered or have been applied for registration in the United States Patent and Trademark Office:

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>FILING/REG. DATE</u>
CALL ME BILL	Reg. No. 2,198,290	Oct. 20, 1998
CALL ME BILL (& Design)	Reg. No. 2,220,448	Jan. 26, 1999

WHEREAS, iPAY, LLC, a Kentucky limited liability company, acquired by agreement effective May 1, 2001 all rights in the above referenced marks and corresponding registrations thereof, including all claims and rights associated therewith and including the right to bring and maintain actions for trademark infringement (including the right to sue for infringement damages incurred or arising prior to said date), and has continuously used said marks since that date;

WHEREAS, in addition to the agreement of May 1, 2001 the parties wish to evidence the transfer of said marks and registrations thereof by this document;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and confessed, said NETZEE, INC. does hereby evidence its assignments unto iPAY, LLC, all rights, title and interest in and to the above trademarks, together with the goodwill of the business symbolized by the trademarks; all rights in the corresponding registrations listed above; and all claims and rights associated

