

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SeeCommerce		02/17/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Managers Association of California
Doing Business As:	DBA CMA Business Credit Services
Street Address:	40 East Verdugo Avenue
City:	Burbank
State/Country:	CALIFORNIA
Postal Code:	91502
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2569690	
Registration Number:	2146157	META WAREHOUSE
Registration Number:	2780053	MYCOMMERCE
Registration Number:	2453923	SEECHAIN
Registration Number:	2484616	SEECOMMERCE
Registration Number:	2957515	SEERISK

CORRESPONDENCE DATA

Fax Number: (937)222-6554
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 937-222-2500
 Email: dmacdonald@ssdlaw.com
 Correspondent Name: Todd E. Robenson
 Address Line 1: 1900 Kettering Tower
 Address Line 4: Dayton, OHIO 45423

OP \$165.00 2569690

ATTORNEY DOCKET NUMBER:	5522-51
NAME OF SUBMITTER:	Todd E. Robenson
Signature:	/ter/
Date:	03/14/2006
Total Attachments: 5 source=00206075#page1.tif source=00206075#page2.tif source=00206075#page3.tif source=00206075#page4.tif source=00206075#page5.tif	

Assignment of Trademarks

This **Assignment of Trademarks** (the "Agreement") is entered into this 17 day of February, 2006 (the "Effective Date"), by and between **SeeCommerce**, a California corporation ("Assignor"), and **Credit Managers Association of California**, a California corporation, dba CMA Business Credit Services ("Assignee"), under the following circumstances:

A. By resolution of the board of directors of Assignor, as memorialized in Assignor's duly executed minutes, Assignor has entered into a certain General Assignment dated February 17, 2006 with Assignee (the "General Assignment") pursuant to which Assignor has transferred ownership of all its right, title and interest in and to Assignor's tangible and intangible assets to Assignee, including but not limited all of the intellectual property of Assignor which includes but is not limited to the trademarks, trade names, and service marks, both registered and unregistered, in which Assignor claims an ownership interest therein or has been granted a license to use in connection with Assignor's business (the "Trademarks").

B. Pursuant to the terms and conditions of the General Assignment, Assignor desires to assign and Assignee desires to assume all of Assignor's right, title and interest in and to the Trademarks listed on the exhibit attached hereto as Exhibit A.

Therefore, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, its successors and assigns, and Assignee hereby accepts all rights, title, and interest of every kind and character throughout the world, in and to the Trademarks to the full extent of its ownership or interest in the Trademarks, including, without limitation, all federal, state, foreign, statutory, and common law and other rights; any domestic and foreign trademark applications and registrations for the Trademarks (and all extensions and renewals of such applications and registrations and the right to apply for any of the foregoing); all goodwill associated with or symbolized by the Trademarks; all rights to causes of action and remedies related to the same (including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with, or in relation to the Trademarks.

Upon Assignee's request, Assignor will promptly take all reasonable actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be necessary to vest, secure, perfect, maintain, protect, or enforce the rights and interests of Assignee in and to the Trademarks.

This Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the parties have caused this Agreement to be executed as of the Effective Date.

SeeCommerce

Credit Managers Association of California
dba CMA Business Credit Services

By: John Jensen

By: _____

Title: CEO & President

Title: _____

In witness whereof, the parties have caused this Agreement to be executed as of the Effective Date.

NCR Corporation

**Credit Managers Association of California
dba CMA Business Credit Services**

By: _____

By:  _____

Title: _____

Title: **ROBERT J. HODER
VICE PRESIDENT &
CORPORATE SECRETARY**

Exhibit A

{00200422.DOC/3}

TRADEMARK
REEL: 003268 FRAME: 0277

Mark	Country	Application No.	Application Date	Registration No.	Registration Date
● META	USA	76177,622	12/7/00	2,569,690	5/14/02
WAREHOUSE	USA	75238,374	2/7/97	2,146,157	3/24/98
MYCOMMERCE	USA	76201,863	1/30/01	2,780,053	11/4/03
SEECHAIN	USA	75724,099	6/7/99	2,453,923	5/22/01
SEECOMMERCE	USA	75897,894	1/18/00	2,484,616	9/4/01
SEERISK	USA	76478,842	12/27/02	2,957,515	5/31/05
SEE!NETWORK	USA	75724,487	6/9/99		
SEE!COMMERCE	USA	75724,405	6/9/99		
ENTA	USA	75238,373	2/7/97	2,170,980	7/7/98
MYCOMMERCE	United Kingdom	2255219	12/7/00	2255219	12/7/00
●	Switzerland	00271/2001	1/11/01	488,327	1/11/01
MYCOMMERCE	Switzerland	14490/2000	12/7/00	491,832	12/7/00
SEE!COMMERCE	Switzerland	02816/2000	3/9/00	475,443	3/9/00
SEEBANKING	Switzerland	02337/2001	3/6/01	489,680	3/6/01
SEECHAIN	Switzerland	14186/2000	11/30/00	483,633	4/9/01
SEECOMMERCE	Switzerland	14187/2000	11/30/00	484,917	5/23/01
SEEFINANCE	Switzerland	02335/2001	3/6/01	489,678	3/6/01
SEEPERFORMANCE	Switzerland	02336/2001	3/6/01	489,679	3/6/01
●	Norway	2000 15736	12/20/00	208,824	5/31/01
MYCOMMERCE	Norway	2000 15146	12/8/00	210,064	8/23/01
SEE!COMMERCE	Norway	200002127	2/24/00	205,190	10/12/00
SEEBANKING	Norway	2000 14410	11/24/00	208,820	5/31/01
SEECHAIN	Norway	2000 14409	11/24/00	208,819	5/31/01
SEECOMMERCE	Norway	2000 14408	11/24/00	208,818	5/31/01
SEEFINANCE	Norway	2000 14407	11/24/00	208,817	5/31/01
SEEPERFORMANCE	Norway	2000 14406	11/24/00	208,816	5/31/01
SEE!COMMERCE	New Zealand	604713	12/9/99		

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