

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Managers Association of California		02/17/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	NCR Corporation
Street Address:	1700 S. Patterson Boulevard
City:	Dayton
State/Country:	OHIO
Postal Code:	45479
Entity Type:	CORPORATION: MARYLAND

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: 6 source=00206076#page1.tif source=00206076#page2.tif source=00206076#page3.tif source=00206076#page4.tif source=00206076#page5.tif source=00206076#page6.tif	

Assignment of Trademarks

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

A. By resolution of the board of directors of SeeCommerce, a California corporation ("SeeCommerce"), as memorialized in SeeCommerce's duly executed minutes, SeeCommerce has entered into a certain General Assignment dated February 17, 2006 with Assignor (the "General Assignment") pursuant to which SeeCommerce has transferred ownership of all its right, title and interest in and to SeeCommerce's tangible and intangible assets (the "Assets") to Assignor.

B. Assignee and Assignor are parties to an Asset Purchase Agreement dated February 17, 2006 (the "Asset Purchase Agreement"), which provides in Section 2(F) for the transfer and sale by Assignor to Assignee of substantially all the Assets, including but not limited Intellectual Property of Assignor which includes but is not limited to the trademarks, trade names, and service marks, both registered and unregistered, in which SeeCommerce claims an ownership interest therein or has been granted a license to use in connection with SeeCommerce's business (the "Trademarks").

C. Pursuant to the terms and conditions of the General Assignment, Assignor is the owner of or has the license to use the Trademarks listed on the exhibit attached hereto as Exhibit A.

D. Assignor desires to assign and Assignee desires to assume all of Assignor's right, title and interest in and to the Trademarks.

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. Capitalized terms used in this Agreement but not otherwise defined shall have ascribed to them in the Asset Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

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

NCR Corporation

By: _____

Title: _____

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

By:  _____

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

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: *Nelson F. Greene*

By: _____

Title: *Assistant Secretary*

Title: _____

Exhibit A

{00200010.DOC/4}

TRADEMARK
REEL: 003268 FRAME: 0285

Mark	Country	Application No.	Application Date	Registration No.	Registration Date
SEE!COMMERCE	Japan	200015814	2/23/00		
SEE!COMMERCE	India	n/a	2/23/00		
SEE!COMMERCE	European Community	001423755	12/9/99		
☉	European (O.H.M.I.)	002027886	12/19/00	002027886	1/22/02
MYCOMMERCE	European (O.H.M.I.)	002008993	12/8/00	002008993	12/8/00
SEECHAIN	European (O.H.M.I.)	001997238	11/30/00	001997238	11/30/00
SEECOMMERCE	European (O.H.M.I.)	001997121	11/30/00	001997121	11/30/00
SEEFINANCE	European (O.H.M.I.)	001997295	11/30/00	001997295	12/4/01
☉	Canada	1101320	4/27/01	TMA587,858	8/22/03
MYCOMMERCE	Canada	1,086,156	12/8/00	TMA598,624	1/5/04
SEE!COMMERCE	Canada	1039067	12/8/99	TMA584477	6/30/03
SEECHAIN	Canada	1,101,324	4/27/01	TMA575,156	2/6/03
SEECOMMERCE	Canada	1,101,480	4/27/01	TMA590,639	9/24/03
SEECOMMERCE	Canada	1,039,067	12/8/99	TMA584,477	6/30/03
SEEFINANCE	Canada	1101323	4/27/01		
SEE!COMMERCE	Brazil	822528169	3/10/00		
SEE!COMMERCE	Brazil	822528266	3/10/00		
SEE!COMMERCE	Australia	816758	12/9/99		