

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Effective date, execution date, entity types and name of receiving party previously recorded on Reel 003139 Frame 0389. Assignor(s) hereby confirms the effective/execution 03/22/2004; conveying party Georgia LLC, receiving party InterCept Payment Solutions, LLC, Delaware LLC..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Internet Billing Company, LLC		03/22/2004	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	InterCept Payment Solutions, LLC
Street Address:	2200 S.W. 10th Street
City:	Deerfield Beach
State/Country:	FLORIDA
Postal Code:	33442
Entity Type:	LIMITED LIABILITY COMPANY: 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

ATTORNEY DOCKET NUMBER:	02278.328
NAME OF SUBMITTER:	Carole F. Barrett

CH \$65.00 76267255

Signature:	/CFB_lmd/
Date:	04/06/2006
Total Attachments: 5 source=IBC_IPS_assignment032204#page1.tif source=IBC_IPS_assignment032204#page2.tif source=IBC_IPS_assignment032204#page3.tif source=IBC_IPS_assignment032204#page4.tif source=IBC_IPS_assignment032204#page5.tif	

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/

Date: 08/11/2005

Total Attachments: 3

source=IBC_IPS_assignment#page1.tif

source=IBC_IPS_assignment#page2.tif

source=IBC_IPS_assignment#page3.tif

RECEIPT INFORMATION

ETAS ID: TM35724

Receipt Date: 08/11/2005

Fee Amount: \$65

~~Intercept Payment Solutions, LLC~~

iBill → Seller

B

~~Intercept Payment Solutions, LLC~~
Intercept

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

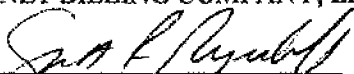
WHEREAS, the parties hereto desire that this Agreement shall set forth their full and complete understanding of the terms and conditions under which IBC shall transfer and IPS shall acquire the assets and liabilities;

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

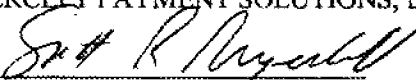
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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	IPAY 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	IPAY 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))

-Doc# 549906.02-