

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
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: 3			
Property Type	Number	Word Mark	
Serial Number:	76267253	I PAY INTERNET BILLING COMPANY	
Serial Number:	78203879	NEXGEN	
Serial Number:	78203857	NEXGEN	
CORRESPONDENCE DATA			
Fax Number:	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	40179.0224		
NAME OF SUBMITTER:	Carole F. Barrett		

CH \$90.00 76267253

Signature:

/CFB_lmd/

Date:

04/07/2006

Total Attachments: 3

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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 22, 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 22, 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 22, 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

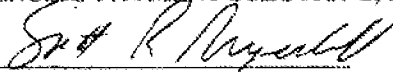
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

INTERNET BILLING COMPANY, LLC


By: Scott R. Meyerhoff
Its: Chief Financial Officer

[CORPORATE SEAL]

INTERCERT PAYMENT SOLUTIONS, LLC


By: Scott R. Meyerhoff
Its: Chief Financial Officer

[CORPORATE SEAL]

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

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