

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integrated Loan Services, Inc.		11/30/2001	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Fiserv Solutions, Inc.		
Street Address:	255 Fiserv Drive		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53045		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2365717	ACA	
CORRESPONDENCE DATA			
Fax Number:	(414)277-0656		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-271-6560		
Email:	mkeipdocket@michaelbest.com		
Correspondent Name:	Billie Jean Smith		
Address Line 1:	100 East Wisconsin Avenue		
Address Line 2:	Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	034083-9204 US00		
NAME OF SUBMITTER:	Ariana G. Voigt		
Signature:	/ariana g. voigt/		
Date:	06/27/2006		

CH \$40.00 2365717

Total Attachments: 6

source=a1654564#page1.tif

source=a1654564#page2.tif

source=a1654564#page3.tif

source=a1654564#page4.tif

source=a1654564#page5.tif

source=a1654564#page6.tif

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of November 30, 2001, by and among FISERV, INC., a Wisconsin corporation ("Fiserv"), solely for purposes of Sections 1.04, 1.07(b), 2.02(e), Article III and Sections 5.02(b) and 5.03, FISERV SOLUTIONS, INC., a Wisconsin corporation (the "Buyer"), INTEGRATED LOAN SERVICES, INC., a Connecticut corporation (the "Seller"), and, solely with respect to Section 5.02(a)(ii) and, to the extent applicable to them, the last sentence of Section 5.04, the SHAREHOLDERS named in Schedule I hereto (the "Shareholders").

W I T N E S S E T H :

WHEREAS, the Seller is engaged in the business of providing various products and services related to the processing and closing of home equity and first mortgage loans (the "Business");

WHEREAS, the Seller desires to sell, and the Buyer desires to purchase, the Assets (as hereinafter defined) of the Seller, upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, agreements and conditions contained herein, the parties hereby agree as follows:

ARTICLE I

TRANSFER OF PURCHASED ASSETS AND RELATED MATTERS

SECTION 1.01 Purchase of Assets on the Closing Date. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date (as hereinafter defined), the Seller shall sell, convey, assign, transfer and deliver to the Buyer, and the Buyer shall purchase and acquire from the Seller, free and clear of any liens, charges, pledges, security interests or other encumbrances (other than Permitted Exceptions (as hereinafter defined)), all of the Seller's right, title and interest in and to all of the Seller's property and assets, real, personal or mixed, tangible or intangible, of every kind and description, wherever located, including the following (but excluding the Excluded Assets (as hereinafter defined)):

(g) all of the intangible rights and property of the Seller, including Software owned outright by the Seller and other intellectual property, going concern value, goodwill, telephone, teletype and e-mail addresses and listings, including all rights to the name "Integrated Loan Services, Inc." and any derivative thereof including "ILS";

(j) List of Properties, Contracts and Other Data. The Disclosure Schedule contains a summary, including parties, date, term and payment schedule, with respect to the Seller as of the date hereof, of the following:

(iii) (A) all patents, trademarks and trade names, trademark and trade name registrations, servicemark registrations, copyrights and copyright registrations, unexpired as of the date hereof, all applications pending on said date for patents or for trademark, trade name, service mark or copyright registrations, all other proprietary rights owned or held by the Seller and reasonably necessary to, or used by the Seller primarily in connection with, the Business and

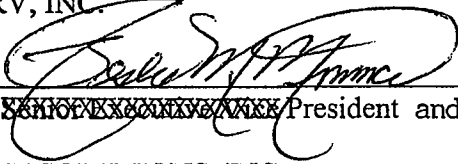
G. TRADEMARKS, TRADE NAMES, PROPRIETARY RIGHTS, ETC. (Sec. 2.01(j)(iii))

1. Trademarks

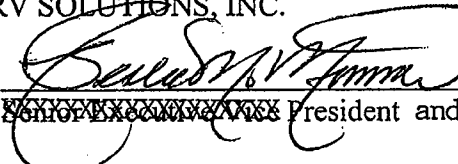
- a. "ACA" (Automated Collateral Assessment) - US Patent and Trademark Office Reg. Number 2,365,717 registered 7/11/00, used for (i) computer software and related documentation sold together as a unit for performing real estate appraisals, in Class 9 and (ii) financial services, namely, real estate appraisal services and mortgage lending services, in Class 36

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

FISERV, INC.

By: 
~~Senior Executive Vice~~ President and CEO

FISERV SOLUTIONS, INC.

By: 
~~Senior Executive Vice~~ President and CEO

INTEGRATED LOAN SERVICES, INC.

By: _____
President

CERTAIN SHAREHOLDERS (solely for purposes of Section 5.02(a)(ii) and, to the extent applicable to them, the last sentence of Section 5.04)

Leslie J. Howlett, III

Gerald A. Smith

Robert Spiegel

David H. Strassler, individually and as a Trustee under that certain Voting Trust Agreement dated as of March 29, 1996

Robert B. Strassler, individually and as a Trustee under that certain Voting Trust Agreement dated as of March 29, 1996

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

FISERV, INC.

By: _____
Senior Executive Vice President

FISERV SOLUTIONS, INC.

By: _____
Senior Executive Vice President

INTEGRATED LOAN SERVICES, INC.

By: Leslie J. Howlett _____
President

CERTAIN SHAREHOLDERS (solely for purposes of Section 5.02(a)(ii) and, to the extent applicable to them, the last sentence of Section 5.04)

Leslie J. Howlett _____
Leslie J. Howlett, III

Gerald A. Smith _____
Gerald A. Smith

Robert Spiegel _____
Robert Spiegel

David H. Strassler _____
David H. Strassler, individually and as a Trustee under that certain Voting Trust Agreement dated as of March 29, 1996

Robert B. Strassler _____
Robert B. Strassler, individually and as a Trustee under that certain Voting Trust Agreement dated as of March 29, 1996