

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
Works Operating Company		09/16/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Austin Acquisition, Inc.		
Street Address:	100 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2724940	W	
CORRESPONDENCE DATA			
Fax Number:	(336)733-8473		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(336) 721-3747		
Email:	trademarkswinston@wcsr.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	50195.0580.6		
NAME OF SUBMITTER:	Randel S. Springer		
Signature:	/Randy Springer/		
Date:	07/27/2006		

CH \$40.00 2724940

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated as of October __, 2005, is made by Works, Inc. and its wholly owned subsidiary, Works Operating Company, both Delaware corporations (individually and collectively, the "Assignor"), to Austin Acquisition Inc. (the "Assignee"). Reference is made to that certain Asset Purchase Agreement, dated as of September 16, 2005 (the "Purchase Agreement"), by and among Assignor, Assignee and Bank of America Corporation. Capitalized terms used and not defined herein shall have the respective meanings attributed to them in the Purchase Agreement.

WHEREAS, the Assignor desires to assign to the Assignee, pursuant to and in accordance with the terms of the Purchase Agreement, the U.S. federal applications for the marks listed on Schedule A hereto (the "Assigned Trademarks"); and

WHEREAS, the Assignee desires to acquire the Assignor's entire worldwide right, title and interest in and to the Assigned Trademarks, and the Assignor is willing to assign the Assigned Trademarks to the Assignee.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows.

1. The Assignor does hereby sell, assign, transfer and convey to the Assignee, its entire world wide right, title and interest in and to the Assigned Trademarks, together with the goodwill connected with and symbolized by the Assigned Trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its successors, permitted assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties and payments now or hereafter due or payable with respect thereto. Each party hereto acknowledges and agrees that (within the meaning set forth in 15 U.S.C. 1060(a)(1)) the Assignee is, by virtue of this Assignment and the transactions evidenced in the Purchase Agreement, the successor to the assets and liabilities of the business to which the Assigned Trademarks pertain, which portion of the business is ongoing and existing prior to and at the time of the execution of this Assignment.
2. The respective rights and obligations of the Assignor and the Assignee with respect to the Assigned Trademarks assigned and assumed hereby shall be governed by the Purchase Agreement. No provision in this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement and, in the event of a conflict between this Assignment and the Purchase Agreement, the parties agree that the Purchase Agreement shall control.
3. The Assignor, for itself and its successors and assigns, agrees that it will at any time and from time to time, at the reasonable request of (and at the expense of) the Assignee or its successors or assigns, execute and deliver, or cause to be executed and delivered, all such other and further instruments and take, or cause to be taken, all such other and further actions

that the Assignee may reasonably request and Assignor may rightfully execute in order to more fully vest in Assignee all right, title, interest and privileges in respect of the Assigned Trademarks.

4. The Assignor hereby constitutes and appoints the Assignee the true and lawful agent and attorney in fact of the Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Assignor but on behalf and for the benefit of the Assignee and its successors and assigns, at the expense of Assignee, from time to time: (a) to institute and prosecute, in the name of the Assignor or otherwise, any and all proceedings at law, in equity or otherwise that the Assignee or its successors or assigns may deem proper in order to enforce any claim or right of any kind hereby assigned or transferred, or intended to so be, and (b) to do all things legally permissible, required or reasonably necessary or proper to preserve the Assigned Trademarks and to use the Assignor's name in such manner as the Assignee may reasonably deem necessary in connection with the same; in each case, solely to the extent that use of either the Assignor's name is reasonably required in connection with the particular action.

5. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective assigns.

6. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law that would result in the application of the laws of any other jurisdiction.

7. This Assignment may be amended, supplemented or modified, and any provision hereof may be waived, only pursuant to a written instrument making specific reference hereto signed by each of the parties hereto.

8. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

WITNESSES:

ASSIGNOR:

WORKS, INC.

By: _____
Name:
Title:

WORKS OPERATING COMPANY

By: _____
Name:
Title:

ASSIGNEE:

AUSTIN ACQUISITION INC

By: David M. Bell
Name: David M. Bell
Title: vice president

Debra M. Gueltig
Debra M. Gueltig
Rose Marie V. Stercky
ROSE-MARIE V. STERCKY

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

WITNESSES:

Mr. [Signature]

Steve R. [Signature]

Mr. [Signature]

Steve R. [Signature]

ASSIGNOR:

WORKS, INC.

By: [Signature]
Name: Greg K. Lester
Title: CEO

WORKS OPERATING COMPANY

By: [Signature]
Name: Greg K. Lester
Title: CEO

ASSIGNEE:

AUSTIN ACQUISITION INC.

By: _____
Name: _____
Title: _____

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

1. Trademarks Registered with USPTO

Trademark Description	Country	Application No. / Date	Reg. No. / Date
WORKS.COM	United States	75/421053 01/21/1998	2327733 03/14/2000
WORKS.COM	European Community	001382845 11/15/1999	001382845 01/25/2001
WORKS.COM	Australia	813980 11/16/1999	813980 11/16/1999
WORKS.COM	Norway	199911843 11/17/1999	202.583 04/27/2000
WORKS.COM	Singapore	T9913156E 11/17/1999	T9913156E 11/17/1999
WORKS.COM	Switzerland		508462
W logo	United States	76/088458 07/13/2000	2724940 06/10/2003
CABINETS	United States	75/615881 01/05/1999	2510887 11/20/2001

2. Other Trademarks

Works™
AP FastTRACK™
WorksMATCH™
PaymentFactor™
Active Card Integration™