

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
| EFFECTIVE DATE: | 04/30/2007 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------|----------|----------------|-------------------|
| INTRIEVE, INC. | | 04/30/2007 | CORPORATION: OHIO |

RECEIVING PARTY DATA

| | |
|-----------------|------------------------|
| Name: | HFS CORE SYSTEMS, INC. |
| Street Address: | 2939 Miller Road |
| City: | Decatur |
| State/Country: | GEORGIA |
| Postal Code: | 30035 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 2308339 | CHECKPRO |
| Registration Number: | 2777178 | GEM SOLUTION |
| Registration Number: | 2113257 | INTRIEVE |

CORRESPONDENCE DATA

Fax Number: (404)572-5100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4045724600
 Email: trademarks@kslaw.com,lsims@kslaw.com,vbantug@kslaw.com,setelman@kslaw.com
 Correspondent Name: King & Spalding LLP
 Address Line 1: 1180 Peachtree Street
 Address Line 4: Atlanta, GEORGIA 30309

CH \$90.00 2308339

| | |
|--|-------------------|
| ATTORNEY DOCKET NUMBER: | 25300.019028 |
| NAME OF SUBMITTER: | Lisa Beyer Sims |
| Signature: | /Lisa Beyer Sims/ |
| Date: | 05/02/2007 |
| Total Attachments: 4 source=INTRIEVEandHFS#page1.tif source=INTRIEVEandHFS#page2.tif source=INTRIEVEandHFS#page3.tif source=INTRIEVEandHFS#page4.tif | |

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made and entered into as of this 27th day of April, 2007, by and among INTRIEVE, INC., an Ohio corporation ("Assignor"), and HFS CORE SYSTEMS, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in, to, and under the Trademarks (defined below); and

WHEREAS, Assignor and Assignee are parties to that certain Merger Agreement made and entered into as of April 27, 2007 (the "Merger Agreement"), which obligates Assignor to assign all of Assignor's rights in the Trademarks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein and in the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

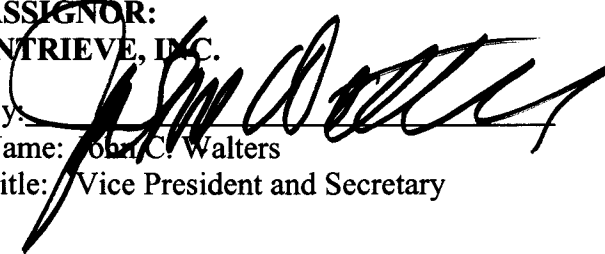
Pursuant to and in compliance with the Merger Agreement, Assignor does hereby sell, assign, transfer, convey, quitclaim, and deliver unto Assignee (i) all of Assignor's right, title and interest (including, without limitation, all intellectual property rights) throughout the world in and to the trademarks and the registrations therefor listed on Schedule A attached hereto and incorporated herein by this reference (collectively, the "Trademarks"), (ii) all goodwill associated with the Trademarks, and (iii) all rights to sue for and recover damages and profits, due or accrued, and other remedies in respect of any and all past, present and future infringements or misappropriation of the Trademarks, or injury to the goodwill associated with the Trademarks, in perpetuity (or for the longest period of time otherwise permitted by law) and all goodwill generated thereby shall be the sole property of Assignee and inure to the benefit of Assignee.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the United States of America and the laws of the State of Georgia, without regard to its conflict of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Trademark Assignment as of the date first above written.

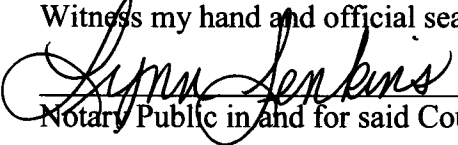
ASSIGNOR:
INTRIEVE, INC.

By: 
Name: John C. Walters
Title: Vice President and Secretary

STATE OF Georgia }
County }
CITY OF DeKalb }

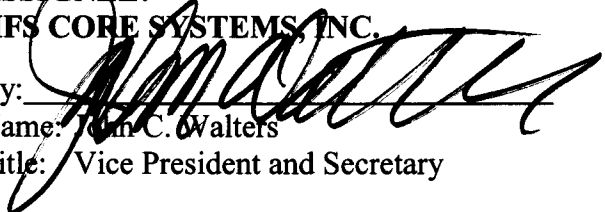
On this 30 day of APRIL, 2007, before me, a Notary Public, personally appeared JOHN WALTERS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public in and for said County and State

My Commission Expires 11-6-07

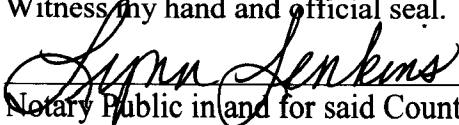
ASSIGNEE:
HFS CORE SYSTEMS, INC.

By: 
Name: John C. Walters
Title: Vice President and Secretary

STATE OF Georgia }
County }
CITY OF DeKalb }

On this 30 day of APRIL, 2007, before me, a Notary Public, personally appeared JOHN WALTERS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public in and for said County and State

My Commission Expires 11-6-07

Schedule A

| Registration/ Serial Number | Trademark | Class and Description |
|--|------------------|--|
| 2,308,339 | CHECKPRO | Int'l. Class: 9 (U.S. Class: 21, 23, 26, 36, 38) Computer software for checking printing and instructional manuals sold together as a unit |
| 2,777,178 | GEM SOLUTION | <p>Int'l. Class: 9 (U.S. Class: 21, 23, 26, 36, 38) Computer hardware; and computer software for financial institutions, namely, for core account processing, for electronic funds transfer processing, for communications, for the high-speed transmission of data, text, voice and audio, for financial item processing including the processing of checks and financial instruments; and manuals sold as a unit with such computer software</p> <p>Int'l. Class: 35 (U.S. Class: 100, 101, 102) Data processing in the field of financial institutions; management services, namely, managing financial facilities for others; and business management and consultation</p> <p>Int'l. Class: 36 (U.S. Class: 100, 101, 102) Check processing; financial services in the nature of processing services, namely, the processing of checks and financial instruments; financial information processing consulting services in the field of financial institutions; financial analysis and consultation; financial account information management services in the field of financial institutions</p> <p>Int'l. Class: 38 (U.S. Class: 100, 101, 104) Communication services, namely, high-speed transmission of data, text, voice and audio; providing multiple-user access to a global computer information network</p> |
| 2,113,257 | INTRIEVE | <p>Int'l. Class: 9 (U.S. Class: 21, 23, 26, 36, 38) Computer hardware; and computer software for financial institutions, namely, for core account processing, for electronic funds transfer processing, for communications, for the satellite transmission of data, text, voice and audio, for financial item processing including the processing of checks and financial instruments; and manuals sold as a unit with such computer software</p> <p>Int'l. Class: 35 (U.S. Class: 100, 101, 102) Data processing in the field of financial institutions, item processing including the processing of checks and financial instruments; management services, namely, managing financial facilities for others; and financial account information management services in the field of</p> |

| Registration/ Serial Number | Trademark | Class and Description |
|--------------------------------|-----------|---|
| | | <p>financial institutions; business management and consultation</p> <p>Int'l. Class: 36 (U.S. Class: 100, 101, 102) Check processing; financial services in the nature of processing services, including the processing of checks and financial instruments; information processing consulting services in the field of financial institutions; financial analysis and consultation</p> <p>Int'l. Class: 38 (U.S. Class: 100, 101, 104) Communication services, namely, satellite transmission of data, text, voice and audio</p> <p>Int'l. Class: 36 (U.S. Class: 100, 101, 102) Check processing; financial services in the nature of processing services, including the processing of checks and financial instruments; information processing consulting services in the field of financial institutions; financial analysis and consultation</p> <p>Int'l. Class: 38 (U.S. Class: 100, 101, 104) Communication services, namely, satellite transmission of data, text, voice and audio</p> <p>Int'l. Class: 42 (U.S. Class: 100, 101) Management and operation of computers for others</p> |