

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Metavante Corporation		11/01/2007	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	3025120	ADVISORWEB
Registration Number:	2549113	BANKERINSIGHT
Serial Number:	78825291	BANKWAY
Registration Number:	1727490	CARDPRO
Registration Number:	1906392	CARDPRO
Registration Number:	2334326	CARDPRO
Registration Number:	2431921	CARDPRO
Registration Number:	2403129	CARDPRO CARD MANAGER
Serial Number:	77077755	CONNECTWARE
Registration Number:	2876925	CREATE IT DISPLAY IT PAY IT
Registration Number:	2778873	CSF
Registration Number:	2778875	CSF
Registration Number:	2778876	CSF
Registration Number:	2778877	CSF

OP \$1065.00 3025120

Registration Number:	3197105	CSF RE@LTIME
Registration Number:	3326062	DESIGNERWEB
Serial Number:	76456174	ECRITTERS
Serial Number:	77226118	ENDPOINT EXCHANGE
Registration Number:	2928981	EXACTLY WHAT YOU NEED TO KNOW...TO GROW
Serial Number:	77228187	FASTEST
Registration Number:	2531158	INETBILLER
Registration Number:	3285973	INFOMANAGER
Registration Number:	2977758	INVESTDESK
Registration Number:	2836288	JUST PAY IT
Serial Number:	77055208	METAVANTE
Registration Number:	2684696	METAVANTE
Serial Number:	77055463	METAVANTE
Registration Number:	2243242	MONEYLINE EXPRESS
Registration Number:	2678603	NUEDGE
Registration Number:	3122503	POINTS2U
Serial Number:	77076074	PRIME
Serial Number:	77075995	PRIMEIQ
Registration Number:	3160598	RETURNTRACK
Registration Number:	2892906	
Registration Number:	3290166	SENDPOINT
Registration Number:	2410725	SMARTBALANCE
Registration Number:	2559478	STATUSFACTORY
Registration Number:	3025704	TOTAL BILL MANAGEMENT
Registration Number:	2436567	TRUSTDESK
Registration Number:	2915754	TRUSTWEB
Registration Number:	3025482	WEALTHCOMPARE
Serial Number:	78814306	WEALTHRM

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7976
 Email: ksolomon@stblaw.com
 Correspondent Name: Mindy M. Lok, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1326

NAME OF SUBMITTER: Mindy M. Lok

Signature: /ml/

Date: 11/07/2007

Total Attachments: 6
source=MetaVTSI#page1.tif
source=MetaVTSI#page2.tif
source=MetaVTSI#page3.tif
source=MetaVTSI#page4.tif
source=MetaVTSI#page5.tif
source=MetaVTSI#page6.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 1, 2007 is made by METAVANTE CORPORATION, a Wisconsin corporation, located at 4900 West Brown Deer Road, Milwaukee, WI 53223 (the "Borrower"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, METAVANTE TECHNOLOGIES, INC. ("Holdings"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of November 1, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby grants a continuing security interest in all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment and performance when due of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this ___ day of November, 2007.

METAVANTE CORPORATION
as Borrower

By: W. T. [Signature]
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

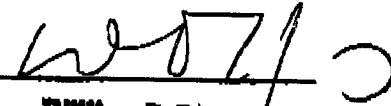
[Signature Page - Short Form Trademark Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ___ day of November, 2007.

METAVANTE CORPORATION
as Borrower

By: _____
Name:
Title:




JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: **William P. Rindfuss**
Title: **Vice President**

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Reg. (App.) No.	Issue (Filing) Date
ADVISORWEB	3,025,120	12/13/2005
BANKERINSIGHT	2,549,113	03/19/2002
BANKWAY	(78/825,291)	(02/28/2006)
CARDPRO	1,727,490	10/27/1992
CARDPRO	1,906,392	07/18/1995
CARDPRO	2,334,326	03/28/2000
CARDPRO	2,431,921	02/27/2001
CARDPRO CARD MANAGER	2,403,129	11/14/2000
CONNECTWARE	(77/077,755)	(01/08/2007)
CREATE IT DISPLAY IT PAY IT	2,876,925	08/24/2004
CSF	2,778,873	11/04/2003
CSF	2,778,875	11/04/2003
CSF	2,778,876	11/04/2003
CSF	2,778,877	11/04/2003
CSF RE@LTIME	3,197,105	01/09/2007
DESIGNERWEB	3,326,062	10/30/2007
ECRITTERS	(76/456,174)	(10/07/2002)
ENDPOINT EXCHANGE and Design	(77/226,118)	(07/10/2007)
-endpoint exchange		
EXACTLY WHAT YOU NEED TO KNOW ... TO GROW	2,928,981	03/01/2005
FASTEST	(77/228,187)	(07/12/2007)

Trademark	Reg. (App.) No.	Issue (Filing) Date
INETBILLER	2,531,158	01/22/2002
INFOMANAGER and Design 	3,285,973	08/28/2007
INVESTDESK	2,977,758	07/26/2005
JUST PAY IT	2,836,288	04/27/2004
METAVANTE	(77/055,208)	(12/01/2006)
METAVANTE	2,684,696	02/04/2003
METAVANTE and Design 	(77/055,463)	(12/01/2006)
MONEYLINE EXPRESS	2,243,242	05/04/1999
NUEDGE	2,678,603	01/21/2003
POINTS2U	3,122,503	08/01/2006
PRIME	(77/076,074)	(01/04/2007)
PRIMEIQ	(77/075,995)	(01/04/2007)
RETURNTRACK	3,160,598	10/17/2006
Sail Logo 	2,892,906	10/12/2004
SENDPOINT	3,290,166	09/11/2007
SMARTBALANCE	2,410,725	12/05/2000
STATUSFACTORY	2,559,478	04/09/2002
TOTAL BILL MANAGEMENT	3,025,704	12/13/2005
TRUSTDESK	2,436,567	03/20/2001
TRUSTWEB	2,915,754	01/04/2005
WEALTHCOMPARE	3,025,482	12/13/2005
WEALTHRM	(78/814,306)	(02/14/2006)

509265-1326-10476-NY01.2684743.2

RECORDED: 11/07/2007

TRADEMARK
REEL: 003656 FRAME: 0421