

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Primal Solutions, Inc.		01/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Billwise, Inc.
Street Address:	95 Argonaut
Internal Address:	Suite 240
City:	Aliso Viejo
State/Country:	CALIFORNIA
Postal Code:	92656
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2700872	PRIMAL ACCESS IM
Registration Number:	2809672	PRIMAL CONNECT CCB
Registration Number:	2498791	PRIMAL
Registration Number:	2643869	CONNECT CCB
Registration Number:	2682109	OUT FRONT
Registration Number:	3541833	KPIPAK

CORRESPONDENCE DATA

Fax Number: (949)203-6161
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949 253-0800
 Email: nyocca@yocca.com
 Correspondent Name: Nicholas J. Yocca
 Address Line 1: 19900 MacArthur Blvd.
 Address Line 2: Suite 650
 Address Line 4: Irvine, CALIFORNIA 92612

TRADEMARK

OP \$165.00 2700872

ATTORNEY DOCKET NUMBER:	BILLWISE, INC.
NAME OF SUBMITTER:	Nicholas J. Yocca
Signature:	/njoy4billwise/
Date:	03/04/2009
Total Attachments: 5 source=Assignment of Intellectual Property#page1.tif source=Assignment of Intellectual Property#page2.tif source=Assignment of Intellectual Property#page3.tif source=Assignment of Intellectual Property#page4.tif source=Assignment of Intellectual Property#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made effective as of January 1, 2009, by and between Primal Solutions, Inc., a Delaware corporation, having a principal place of business at 19732 MacArthur Blvd., Suite 100, Irvine, California 92612 ("Assignor"), and BillWise, Inc., a California corporation, having a principal place of business at 15 Rue Cezanne, Coto de Caza, CA 92679 ("Assignee"). Assignor and Assignee shall hereinafter individually be referred to as a "Party" and collectively be referred to as the "Parties." All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement (as defined below).

Assignor, Assignee, and certain other parties are parties to an Asset Purchase Agreement, effective as of January 1, 2009 (the "Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer, and deliver to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignee, the Acquired Assets, including without limitation the Intellectual Property.

In furtherance of the transactions contemplated by the Agreement, Assignor desires to irrevocably grant, transfer, and assign to Assignee, and Assignee desires to accept the grant, transfer, and assignment of, all of the Intellectual Property, including without limitation the intellectual property listed on Schedule A annexed hereto and incorporated herein by this reference and all goodwill associated therewith (the "Transferred IP Rights").

Agreement

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment: Assignor hereby irrevocably sells, conveys, assigns, transfers, and delivers to Assignee, its successors and assigns, and Assignee hereby purchases, acquires, and accepts the grant, transfer, and assignment of, all of Assignor's worldwide right, title, benefit, entitlement and interest in, to, and under the Transferred IP Rights and all goodwill associated therewith including but not limited to all copies and tangible embodiments of the Transferred IP Rights (in whatever form or medium), all rights in or licenses to or from a third person in any of the Transferred IP Rights, and all past, present, or future claims or causes of action arising out of or related to any infringements, dilutions, or misappropriations of any of the Transferred IP Rights whatsoever, the same to be held and enjoyed by said Assignee, its successors, legal representatives, and assigns from and after the date hereof forever as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment not been made.
2. Further Assurances: Without limiting Section 14.1 of the Agreement, Assignor hereby agrees to execute or procure any further necessary assurance of its title to the Transferred IP Rights and, upon the reasonable request of said Assignee, shall execute and deliver (i) any and all documents and papers whatsoever that may be necessary or desirable to perfect Assignee's rights to the Transferred IP Rights in Assignee or its successors, assigns or other legal representatives, and (ii) any additional applications for registration, or any part or parts thereof; Assignor further agrees to make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation but at the expense of Assignee or Assignee's successors, assigns, or other legal representatives. Assignee is hereby named and appointed as attorney in fact in the name and on behalf of Assignor, with full power of substitution, to execute, deliver, file and record such documents. Assignee shall promptly provide a copy thereof to Assignor.
3. Government Authorization: Assignor hereby authorizes all appropriate governments to record this Assignment and to issue or transfer all said Transferred IP Rights to the Assignee as the legal and

beneficial owner of all right, title, benefit, entitlement and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

4. Governing Law: Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by, construed in accordance with, and enforced under the laws of the State of California applicable to agreements executed and to be performed solely within such State.
5. Consent and Jurisdiction; Service: Each Party hereto irrevocably and unconditionally: (i) agrees that any suit, action or other legal proceeding arising out of this Assignment shall be brought in the state and federal courts sitting in Orange County, California; (ii) consents to the exclusive jurisdiction of any such court in any such suit, action, or proceeding; and (iii) waives any objection that such Party may have to the laying of venue of any such suit, action, or proceeding in any such court.
6. Notice: Section 14.4 of the Agreement is herein incorporated by reference.
7. Counterparts: This Assignment may be executed in any number of counterparts, any of which may be transmitted by facsimile or via portable document format by other electronic means, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. However, this Assignment shall be ineffective for any purposes whatsoever unless or until executed by all Parties hereto.
8. Binding Effect: This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
9. Expenses: Each of the Parties shall pay its respective costs and expenses incurred or to be incurred by it in negotiating and preparing this Assignment and in closing and carrying out the transactions contemplated by this Assignment.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered, effective as of the day and year first set forth above.

PRIMAL SOLUTIONS, INC.

By: John Rehfeld
John Rehfeld, its Authorized Person

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

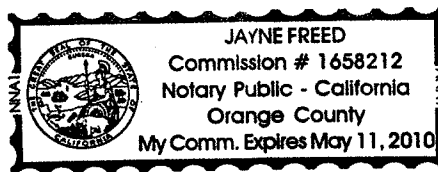
On JANUARY 13, 2009 before me, JAYNE FREED (here insert name and title of the notarizing officer), personally appeared John Rehfeld, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jayne Freed

(Seal)



BILLWISE, INC.

By: _____
Joseph R. Simrell, its President

STATE OF _____)

COUNTY OF _____)

On _____, 200_, before me, _____ (here insert name and title of the notarizing officer), personally appeared Joseph R. Simrell, who 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 executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Schedule A

Transferred IP Rights

1. United States Patent Application No. 12055933 (“Systems And Methods For Tracking State-Based Transactions”)
2. United States Trademark Registration for “Connect CCB” (Serial No. 76089883)
3. United States Trademark Registration for “Out Front” (Serial No. 75694432)
4. United States Trademark Registration for “Primal Access IM” (Serial No. 76037945)
5. United States Trademark Registration for “Primal Connect CCB” (Serial No. 76088999)
6. United States Trademark Registration for “KPIPAK” (Serial No. 78638828)
7. United States Trademark Registration for “Primal” (Serial No. 75694434)