

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/01/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NetDeposit, Inc.		10/28/2008	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	NetDeposit, LLC
Composed Of:	COMPOSED OF Zions Bancorporation, a Utah corporation
Street Address:	3949 South 700 East
Internal Address:	Suite 300
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84107
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3567573	CHECK360
Registration Number:	3022225	DECISION GATEWAY
Registration Number:	2576673	NET DEPOSIT
Registration Number:	2812484	NETDEPOSIT
Registration Number:	2812483	NETDEPOSIT
Registration Number:	3345313	NEW MARKETS. NEW RULES. NEW TECHNOLOGY
Registration Number:	3059711	REMOTE FOR BUSINESS
Registration Number:	3016437	REMOTE STAGING SERVER
Serial Number:	78621043	NETCONNECT

CORRESPONDENCE DATA

OP \$240.00 3567573

Fax Number: (801)364-9127
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 801-530-7388
Email: jhrees@cnmlaw.com
Correspondent Name: John H. Rees
Address Line 1: 10 East South Temple
Address Line 2: Zions Bank Building, Suite 900
Address Line 4: Salt Lake City, UTAH 84133

ATTORNEY DOCKET NUMBER:	NETDEPOSIT 03060.1
NAME OF SUBMITTER:	John H. Rees
Signature:	/John H. Rees/
Date:	03/20/2009

Total Attachments: 6

source=Assignment of Trademarks and Copyrights (NetDeposit Inc to NetDeposit LLC)#page1.tif
source=Assignment of Trademarks and Copyrights (NetDeposit Inc to NetDeposit LLC)#page2.tif
source=Assignment of Trademarks and Copyrights (NetDeposit Inc to NetDeposit LLC)#page3.tif
source=Assignment of Trademarks and Copyrights (NetDeposit Inc to NetDeposit LLC)#page4.tif
source=Assignment of Trademarks and Copyrights (NetDeposit Inc to NetDeposit LLC)#page5.tif
source=Assignment of Trademarks and Copyrights (NetDeposit Inc to NetDeposit LLC)#page6.tif

Assignment of Trademarks and Copyrights

This Assignment of Trademarks and Copyrights (this "Agreement") is made and entered into by and between NetDeposit, Inc, a Nevada corporation ("Assignor"), and NetDeposit, LLC, a Nevada limited liability company ("Assignee").

RECITALS

A. Assignor is the owner of certain trademarks and copyrights, and other intellectual property and intellectual property rights (the "Intellectual Property") described on the attached Schedule A which is incorporated herein by reference.

B. Pursuant to a Plan of Merger dated effective as of October 1, 2008, Assignor merged and formed a surviving entity, Assignee.

B. Assignor has agreed to assign to Assignee the Intellectual Property and all of Assignor's rights in and to the Intellectual Property in connection with the merger.

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers, sells, conveys, and sets over to Assignee, exclusively, in all countries, jurisdictions, and throughout the world, all right, title and interest of Assignor in and to the Intellectual Property, including without limitation, any and all trademark and copyright applications and registrations for and of the Intellectual Property, and any renewals and extensions thereof, now in the United States or any other country or countries, and all actions and causes of action related to the foregoing and all damages, profits, penalties and other recoveries related thereto, together with the goodwill of the business symbolized by the Intellectual Property, this assignment, when granted, being the entire ownership of the Intellectual Property and all rights associated therewith.

2. Representations and Warranties of Assignor. Assignor represents and warrants as follows:

a. The Intellectual Property is owned solely and exclusively by Assignor.

b. The Intellectual Property is not subject to any prior assignment, security interest, lien, license, or other encumbrance of any nature whatsoever.

c. To the best of Assignor's knowledge, and except as disclosed on the attached Exhibit B, which is incorporated into this Agreement by this reference, the Intellectual Property does not infringe upon or interfere with any other trademark, copyright, or other intellectual property rights of any third party.

d. The Intellectual Property, together with the trademarks listed in Section 6 of this Agreement, constitute all of the trademarks, copyrights, and other intellectual property and intellectual property rights owned by Assignor, excluding patents, with respect to the business engaged in, or intended to be engaged in, by NetDeposit, Inc. as of the date of this Agreement. The patents of Assignor have been assigned by a separate document.

e. There are no actions, suits, or proceedings pending or, to Assignor's knowledge, threatened against or affecting the Intellectual Property, except as disclosed in the attached Exhibit B.

3. Covenants of Assignor. Assignor agrees not to challenge Assignee's rights in and to the Intellectual Property or to take any action whatsoever with respect to the Intellectual Property, except as specifically requested or consented to by Assignee. Assignor further covenants that Assignor will not create any trademark or service mark in the future which may create a likelihood of confusion with any of the trademarks comprising the Intellectual Property.

4. Cooperation. Assignor agrees to cooperate with Assignee in all matters regarding the Intellectual Property such that Assignee may enjoy to the fullest extent the rights conveyed under this Agreement, including prompt execution of all documents and other papers deemed necessary or desirable by Assignee to secure for Assignee, its successors and assigns, the assignment of the Intellectual Property and all rights pertaining thereto. The Commissioner of Patents and Trademarks, the Library of Congress, Copyright Office, and all applicable state and foreign agencies and representatives are requested to permit the recordation of this Agreement and to make corresponding changes to their respective registries to identify Assignee as owner of the Intellectual Property, pending applications, registrations, and other documents as applicable.

5. Assignment as to Foreign Countries. Assignor hereby authorizes Assignee to apply for trademark and copyright registrations for the Intellectual Property in Assignee's own name in countries where such procedure is proper. Assignor further agrees to execute, and use its best efforts to cause all individual inventors to execute, applications for the Intellectual Property in the countries where it is necessary that they be executed by the inventor, and to execute assignments of such applications to the Assignee, as well as other necessary papers and documents.

6. Assignment of Intent-to-Use Trademark Applications. Included on the attached Schedule A is the trademark and an intent-to-use application for registration of the trademark NETCONNECT, serial no. 78621043. Pursuant to 15 U.S.C. § 1060, Assignor acknowledges that the assignment of Intellectual Property under this Agreement includes the mark and application for registration of the mark NETCONNECT inasmuch as Assignee is a successor in interest to the business of the applicant Assignor.

7. Right to Sue for Past Infringement. Assignee shall have the right to sue for infringement of the Intellectual Property for any claims arising or accruing prior to the date of

the execution of this Agreement, and to collect all damages and profits for all such claims and causes of action.

8. Indemnification. Assignor jointly and severally agrees to indemnify and hold Assignee harmless from and against any and all losses, claims, demands, damages, and other costs of any nature or kind whatsoever, including, without limitation, all attorney fees, costs, and expenses, arising directly or indirectly out of or in connection with the breach of any representation, warranty, covenant, or agreement made by Assignor in this Agreement.

9. Notices. All notices, demands, or consents required or permitted under this Agreement shall be in writing and shall be delivered personally, or by e-mail, or sent by U.S. first-class mail to the appropriate party at the following addresses:

If to Assignor:

NetDeposit, Inc.
3949 South 700 East, Suite 300
Salt Lake City, UT 84107
Attention: President

If to Assignee:

NetDeposit, LLC
3949 South 700 East, Suite 300
Salt Lake City, UT 84107
Attention: President

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah, and to the extent applicable, federal law.

11. Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid, or otherwise unenforceable, shall not invalidate or make unenforceable any other provision of this Agreement.

12. Binding Effect of Agreement. This Agreement shall be binding upon and shall insure to the benefit of Assignor and Assignee and their respective legal representatives, successors, and assigns.

13. Integrated Agreement and Modifications. This Agreement constitutes the entire agreement between Assignor and Assignee with respect to the subject matter of this Agreement, and any and all prior and contemporaneous agreements are merged into this Agreement. This Agreement may not be modified or amended, except in writing signed by Assignor and Assignee.

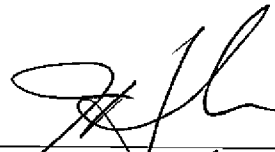
Dated effective as of October 28, 2008.

ASSIGNOR

NETDEPOSIT, INC.

By

Title

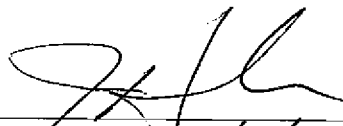

Secretary

ASSIGNEE

NETDEPOSIT, LLC

By

Title


President

SCHEDULE A

The following intellectual property owned by Assignor is being assigned to Assignee pursuant to the foregoing Assignment of Intellectual Property:

- a. The trademark CHECK360 described in and identified by United States Patent and Trademark Office as registration no. 3567573 (serial no. 77506548).
- b. The trademark DECISION GATEWAY described in and identified by United States Patent and Trademark Office as registration no. 3022225 (serial no. 78425488).
- c. The trademark NET DEPOSIT, described in and identified by United States Patent and Trademark Office as registration no. 2576673 (serial no. 76073494).
- d. The trademark NETDEPOSIT described in and identified by United States Patent and Trademark Office as registration no. 2812484 (serial no. 76476430).
- e. The trademark NETDEPOSIT (WITH DESIGN) described in and identified by United States Patent and Trademark Office as registration no. 2812483 (serial no. 76476429).
- f. The trademark NEW MARKETS·NEWRULES·NEW TECHNOLOGY, described in and identified by United States Patent and Trademark Office registration no. 3345313 (serial no. 78643176
- g. The trademark REMOTE FOR BUSINESS described in and identified by United States Patent and Trademark Office as registration no. 3059711 (serial no. 78425479).
- h. The trademark REMOTE STAGING SERVER described in and identified by United States Patent and Trademark Office as registration no. 3016437 (serial no. 78425459).
- i. The trademark NETCONNECT described in and identified by the United States Patent and Trademark Office as serial no. 78621043.
- j.
- k. Copyright Registration for Remote Deposit described in and identified by registration no. TXu-1-043-194.
- l. Copyright Registration for Bulk Data, described in and identified by registration no. TXu-1-004-206.

SCHEDULE B

Litigation

None