

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Acquisition through Asset Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NetDeposit, LLC		08/27/2010	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BServ, Inc.		
<b>Street Address:</b>	8350 S. Durango Drive, Suite 140		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89113		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3628793	NETCONNECT	
Registration Number:	3345313	NEW MARKETS. NEW RULES. NEW TECHNOLOGY	
Registration Number:	3228703	NETCAPTURE	
Registration Number:	2644495	NET DEPOSIT	
Registration Number:	3022225	DECISION GATEWAY	
Registration Number:	3059711	REMOTE FOR BUSINESS	
Registration Number:	3016437	REMOTE STAGING SERVER	
Registration Number:	3016438	EXTRACT STAGING SERVER	
Registration Number:	3708296	TOTALTRANSACT	
Registration Number:	3567573	CHECK360	
Registration Number:	2812484	NETDEPOSIT	
Registration Number:	2812483	NETDEPOSIT	
Registration Number:	2576673	NET DEPOSIT	

CH \$340.00 3628793

**CORRESPONDENCE DATA**

Fax Number: (866)947-1121  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 585-263-1000  
Email: kwalsh@nixonpeabody.com  
Correspondent Name: Kristen M. Walsh, Nixon Peabody LLP  
Address Line 1: 1300 Clinton Square  
Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	460102/000001
NAME OF SUBMITTER:	Kristen M. Walsh
Signature:	/kristenmwash/
Date:	06/20/2011

Total Attachments: 11  
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**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT, effective as of August 27, 2010, is by and among the following parties:

Zions Bancorporation,  
a corporation organized and existing under the laws of  
the State of Utah ("Parent"),  
with its principal business address at  
One South Main Street  
Salt Lake City, Utah 84133;

NetDeposit, LLC,  
a limited liability company organized and existing under the laws of  
the State of Nevada ("Company"),  
with its business address at  
3949 South 700 East  
Salt Lake City, Utah 84107;

and

BServ, Inc.,  
a corporation organized under the laws of  
the State of Nevada ("Purchaser"),  
with its principal place of business at  
8350 S. Durango Drive, Suite 140  
Las Vegas, Nevada 89113;

Parent, the Company and Purchaser may, collectively, be referred to hereinafter, as the "Parties", and, individually, as a "Party".

WITNESSETH:

WHEREAS, Parent is the owner of all of the issued and outstanding membership interests of the Company, which is engaged in the business of providing businesses single-source secure systems for payment acceptance, processing, and management across market segments, including in the financial services, merchant solutions and healthcare solutions markets;

WHEREAS, Purchaser provides electronic payment technology services to financial services companies and businesses;

WHEREAS, Purchaser desires to acquire from Company, and Company desires to sell to Purchaser, subject to the terms and conditions set forth herein, the Purchased Business (as hereinafter defined) (the "Transaction"); and

WHEREAS, concurrently with the execution and delivery of this Agreement, an employee of the Company has entered into an employee agreement that is conditioned upon the consummation of the transactions contemplated hereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree and covenant as follows:

**ARTICLE I DEFINITIONS**

**1.01 Certain Definitions**

In this Agreement, the following terms shall have the meanings set forth in this Section 1.01:

- (1) "2009 Financial Statements" has the meaning set forth in Section 3.02(e).
- (2) "Accounts Receivable" shall mean all of the Company's trade accounts receivable and other rights to payment from the Company's customers, and all other accounts or notes receivable of the Company. Any accounts receivable relating to the Excluded Business shall be deemed to be an Excluded Asset.
- (3) "Affiliate" means, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.
- (4) "Agreement" means this Asset Purchase Agreement, its exhibits, attachments and schedules.
- (5) "Allocation Statement" shall have the meaning set forth in Section 2.13.
- (6) "Ancillary Agreements" mean the Escrow Agreement, the Patent License Agreement, the Customer Agreement, the Transition Services Agreement, the Reverse Transition Services Agreement, the Sublease Agreement, the Warehouse Sublease Agreement and the Conveyance Agreement.
- (7) "Assumed Liabilities" shall have the meaning set forth in Section 2.07.
- (8) "B of A" has the meaning set forth in Section 2.02(a).
- (9) "Basket Amount" has the meaning set forth in Section 7.04.

- (58) **"Indebtedness"** of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (e) all obligations of such Person issued or assumed as the deferred purchase price of property or services, (f) all indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (g) all guarantees by such Person of Indebtedness of others, (h) all capital lease obligations of such Person, (i) all obligations of such Person in respect of interest rate protection agreements, foreign currency exchange agreements or other interest or exchange rate hedging arrangements and (j) all obligations of such Person as an account party in respect of letters of credit and bankers' acceptances. The indebtedness of any Person shall include the indebtedness of any partnership in which such Person is a general partner.
- (59) **"Indemnification Notice"** has the meaning set forth in Section 7.07(a).
- (60) **"Indemnification Objection Notice"** has the meaning set forth in Section 7.07(b).
- (61) **"Indemnifying Party"** has the meaning set forth in Section 7.07(a).
- (62) **"Intellectual Property"** shall mean the rights or interests evidenced by, embodied in or associated with any (i) Copyrights, Patents, Trademarks, and Trade Secrets, (ii) Internet domain names, URLs, (iii) third party licenses, (iv) know-how, formulae, inventions, invention disclosures, ideas, discoveries, innovations and rights in research and development, commercially practiced processes, algorithms, designs, concepts, techniques, methodology, discoveries or improvements except for any such item that is generally available to the public and/or otherwise in the public domain, (v) any works of authorship or expression which includes but is not limited to computer software, databases and business plans, that are copyrightable, including moral rights and copyrights recognized by law, together with any renewal or extension thereof, and (vi) in each case of the foregoing items (i) through (vi), the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement thereof, whether patentable or not in any jurisdiction throughout the world and any other intellectual property or any similar, corresponding, or equivalent right to any of the foregoing.
- (63) **"Knowledge," "to the knowledge of,"** or phrases of similar import, with respect to an individual, shall mean the actual knowledge of such individual, together with the knowledge that such individual would reasonably be expected to obtain in the course of investigating the accuracy of any representation or warranty contained in this Agreement. With respect to the Company or the Parent, "knowledge," "to the knowledge of," or phrases of similar import, shall mean the knowledge (as determined in accordance with this Section 1.01(63)) of Danne Buchannan, John B. Hopkins, Mary Hockridge, Christopher Styga, and William Wong. With respect to the Purchaser, "knowledge," "to the knowledge of," or phrases of similar import, shall mean the knowledge (as determined in accordance with this Section 1.01(63)) of David Kvederis or Bryan Schreiber.
- (64) **"Law"** shall mean any statute, law, ordinance, regulation, order, or rule of any Governmental Authority, including Environmental Laws and those covering energy, safety, health, transportation, bribery, record keeping, zoning, antidiscrimination, antitrust, wage and hour, and price and wage control matters, as well as common law.
- (65) **"Lender"** has the meaning set forth in Section 3.02(p).

applicable Laws, (vi) with respect to real property, (A) easements, quasi-easements, licenses, covenants, rights-of-way, rights of re-entry or other similar restrictions, including any other agreements, conditions or restrictions that would be shown by a current title report or other similar report or listing, (B) any conditions that may be shown by a current survey or physical inspection and (C) zoning, building, subdivision or other similar requirements or restrictions, (vii) with respect to personal property leases entered into in the ordinary course of business, Liens that secure such personal property and any proceeds therefrom, (viii) with respect to consignment arrangements entered into in the ordinary course of business, Liens securing the consigned inventory and any proceeds therefrom, (ix) Liens that would not impair the conduct of the Purchased Business or the Purchaser's business (as applicable), or the use or value of the relevant Purchased Asset and (x) Liens set forth on Section 1.01(85) of the Company Disclosure Schedule.

- (86) **"Person"** means any individual, firm, corporation, limited liability company, partnership, trust, joint venture, Governmental Authority or other entity, and shall include any successor (by merger or otherwise) of such entity.
- (87) **"Personal Property Leases"** shall have the meaning set forth in Section 3.01(g).
- (88) **"Post-Closing Parent Confidential Information"** has the meaning set forth in Section 4.04(b).
- (89) **"Post-Closing Purchaser Confidential Information"** has the meaning set forth in Section 4.04(a).
- (90) **"Pre-Closing Period"** means any period of time prior to the Closing.
- (91) **"Prohibited Business"** has the meaning set forth in Section 4.07(b).
- (92) **"Prohibited Geographic Area"** has the meaning set forth in Section 4.07(b).
- (93) **"Prohibited Time Period"** has the meaning set forth in Section 4.07(b).
- (94) **"Purchase Price"** has the meaning set forth in Section 2.01.
- (95) **"Purchased Assets"** has the meaning set forth in Section 2.05 hereof.
- (96) **"Purchased Business"** means the Financial Services Solutions and Merchant Solutions businesses.
- (97) **"Purchaser"** has the meaning set forth in the Introduction.
- (98) **"Purchaser Balance Sheet"** has the meaning set forth in Section 3.02(e).
- (99) **"Purchaser Balance Sheet Date"** has the meaning set forth in Section 3.02(e).
- (100) **"Purchaser Consents"** has the meaning set forth in Section 3.02(i).
- (101) **"Purchaser Covered Employees"** means the individuals listed on Schedule 4.
- (102) **"Purchaser Disclosure Schedule"** has the meaning set forth in Section 3.02. The Purchaser Disclosure Schedule is attached hereto as Schedule 2.
- (103) **"Purchaser Indemnified Parties"** has the meaning set forth in Section 7.01.

- (116) "Trademarks" shall mean any registered trademarks, registered service marks, trademark, and service mark applications and unregistered trademarks and service marks, brand names, certification marks, trade names, logos, trade dress, and all goodwill associated with the foregoing throughout the world and registrations in any jurisdictions of, and applications in any jurisdiction to register, the foregoing, including any extension, modification, or renewal of any such registration or application.
- (117) "Transaction" has the meaning set forth in the Recitals.
- (118) "Transaction Documents" means this Agreement, the Ancillary Agreements, and any other agreements, instruments and documents required to be delivered hereunder or thereunder.
- (119) "Transferred Accounts" has the meaning set forth in Section 2.05(q).
- (120) "Transition Services Agreement" means an agreement in the form of Exhibit D hereto, relating to the provision of transition services by the Company or its Affiliates to the Purchaser.
- (121) "Undisclosed Assumed Liability" shall mean any Assumed Liability the existence of which constitutes a breach of the first sentence of Section 3.01(k).
- (122) "Warehouse Sublease Agreement" means the agreement between Purchaser and the Company relating to a certain lease held by the Company, in the form of Exhibit F-2 hereto.
- (123) "Working Capital" means the (i) customer cash, Accounts Receivable (net of allowance for doubtful accounts), inventory (net of allowances) and prepaid expenses of the Company, in each case to the extent included in Purchased Assets, minus (ii) accounts payable, accrued liabilities, liabilities associated with customer cash and deferred income of the Company, in each case to the extent included in Assumed Liabilities, all as determined in accordance with GAAP and, to the extent consistent with GAAP, on the basis of the same accounting principles and practices used by the Company in preparing the Company Balance Sheet. Working Capital will also be adjusted as follows: (a) as specifically provided in this Agreement or any exhibit or schedule hereto; and (b) to reflect those adjustments mutually agreed to, in writing, by Purchaser and the Parent.
- (124) "Working Capital Decrease" has the meaning set forth in Section 2.04(b).
- (125) "Working Capital Increase" has the meaning set forth in Section 2.04(b).
- (126) "Working Capital Target" means \$219,222.00.
- (127) "ZMSC" means Zions Management Services Company, a Utah corporation.

## 1.02 Terms Generally

The definitions in Section 1.01, above, shall apply equally to both the singular and plural forms of the terms so defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". All references herein to Sections, Paragraphs, Exhibits, Attachments and Schedules shall be deemed references to Sections and Paragraphs of, and Exhibits, Attachments and Schedules to, this Agreement, unless the context shall otherwise require. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time.

**1.03 Preambles, Recitals and Incorporation**

Each of the Parties hereby confirms that each of the foregoing preambles and recitals are true and correct in all respects, are incorporated herein by reference and are and shall be deemed to be contractual in nature and part of this Agreement as if fully set forth herein. Each of the exhibits, attachments and schedules attached hereto is and shall be considered part of this Agreement and is incorporated herein by reference.

**ARTICLE II THE CONTEMPLATED TRANSACTIONS**

**2.01 Sale and Purchase of Purchased Assets**

At the Closing, the Company shall sell to Purchaser, and Purchaser shall acquire from the Company, the Purchased Assets and assume the Assumed Liabilities subject to the terms and conditions of this Agreement.

REDACTED

REDACTED

REDACTED



principles and practices used by the Company in the preparation of the Company Balance Sheet.

- (b) If the estimated Working Capital as reflected on the Closing Statement is an amount other than the Working Capital Target, the Cash Payment shall be adjusted as follows: (i) if the Working Capital is in excess of the Working Capital Target, the Cash Payment shall be increased by the amount of such excess (a "Working Capital Increase"), and (ii) if the Working Capital is less than the Working Capital Target, the Cash Payment shall be decreased by the amount of such deficiency (a "Working Capital Decrease").
- (c) If the estimated Cash Balance as reflected on the Closing Statement is an amount other than the Cash Target, the Cash Payment shall be adjusted as follows: (i) if the Cash Balance is in excess of the Cash Target, the Cash Payment shall be increased by the amount of such excess (a "Cash Balance Increase"), and (ii) if the Cash Balance is less than the Cash Target, the Cash Payment shall be decreased by the amount of such deficiency (a "Cash Balance Decrease").

#### 2.05 Purchased Assets.

Subject to the terms and conditions herein set forth, the Purchaser shall purchase on the Closing Date, and the Company shall sell and transfer to the Purchaser, the Purchased Business and all of its assets and properties of every kind and description, real, personal and mixed, tangible and intangible, and wherever situated, but expressly excluding the Excluded Assets described in Section 2.06 hereof, all as the foregoing may exist as of the Closing Date (hereinafter, all of such assets and properties are referred to as the "Purchased Assets"). The Purchased Assets shall consist of the following assets of the Company, but in each of the following cases only if listed on the Company Disclosure Schedule or, if there is no related Company Disclosure Schedule, to the extent that such assets are primarily used in the Purchased Business:

- (a) All customer contracts and all commitments of customers (whether written or oral) (including tenders, offers or estimates awaiting acceptance or rejection);
- (b) All prepaid expenses as shown on the Company Balance Sheet and with such increases and decreases as may occur from and after the Company Balance Sheet Date in the ordinary course of business consistent with Past Practice;
- (c) All equipment, furniture, computer systems, assets held under capitalized leases, fixtures and fixed assets used in the ordinary course of the Purchased Business, including but not limited to those assets listed on Section 2.05(c) of the Company Disclosure Schedule;
- (d) All rights under the Data Treasury Agreement, equipment leases, contracts, purchase orders, sales orders, supplier relationships, insurance policies and other agreements whatsoever and rights to refunds;
- (e) All right, title and interest in and to the Company's Intellectual Property primarily used in the Purchased Business immediately prior to the Closing, specifically including but not limited to that described on Section 3.01(p) of the Company Disclosure Schedule, but excluding rights to Intellectual Property covered by the Patent License Agreement or Transition Services Agreement and excluding any Excluded Assets;
- (f) The Purchaser's rights under the Patent License Agreement;
- (g) Know-how, formulae, inventions, invention disclosures, ideas, discoveries, innovations and rights in research and development, commercially practiced processes, algorithms,

designs, concepts, techniques, methodology, discoveries or improvements that are generally available to the public and/or otherwise in the public domain;

- (h) Works of authorship or expression (which includes but is not limited to computer software, databases and business plans) that are not copyrightable.
- (i) All governmental and nongovernmental licenses, permits, authorizations, consents and indulgences to the extent the Company has the right to transfer and assign the same to the Purchaser;
- (j) All computer, office and other supplies;
- (k) All warranty rights, guaranty rights, causes of actions, judgments and claims and similar rights against vendors, suppliers or other third parties;
- (l) All rights under confidentiality, non-competition and invention assignment agreements with employees, contractors or others to the extent such agreements relate to the Purchased Business;
- (m) All lists of the Purchased Business' customers, suppliers, vendors and sources;
- (n) all Books and Records;
- (o) all information, blueprints, engineering data, drawings, sales and promotional materials, telephone and telecopier numbers and listings;
- (p) cash and cash equivalents, including customer cash;
- (q) the bank accounts listed on Section 2.05(q) of the Company Disclosure Schedule (the "Transferred Accounts") each of which is hereby deemed to be primarily related to the Purchased Business; and
- (r) goodwill, Accounts Receivable, and any inventory.

#### **2.06 Excluded Assets.**

The right, title and interest of the Company in, to and under all assets and properties other than the Purchased Assets, including but not limited to the Excluded Business, the Excluded Patents, the Excluded Contracts, any deferred tax asset, any tax refunds for any Pre-Closing Period, the tax benefit of any net operating losses or intercompany tax receivables (collectively, the "Excluded Assets") shall be retained by the Company and shall not transfer to the Purchaser under this Agreement.

#### **2.07 Assumed Liabilities.**

The Purchaser agrees to assume, pay and discharge as and when due all the Liabilities of the Company other than the Excluded Liabilities (the "Assumed Liabilities"). The Purchaser shall not assume, pay, perform, discharge, accept or be responsible for any Excluded Liabilities.

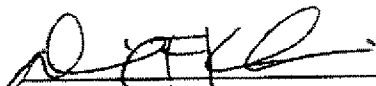
#### **2.08 Excluded Liabilities.**

The Company shall retain and be responsible for all Excluded Liabilities.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.


PURCHASER:

BSERV, INC.  
A State of Nevada Corporation

By:   
Name: David Kvederis  
Title: President and Chief Executive Officer

PARENT:

ZIONS BANCORPORATION  
A State of Utah Corporation

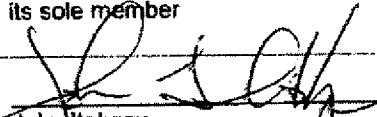
By:   
Name: John Itokazu  
Title: Executive Vice President and Chief Information Officer

COMPANY:

NETDEPOSIT, LLC  
A State of Nevada Limited Liability Company

By: Zions Bancorporation,  
its sole member

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By:   
Name: John Itokazu  
Title: Executive Vice President and Chief Information Officer

Section 3.01(p)

Intellectual Property

Section 3.01(p)(i)

**REGISTERED COPYRIGHTS**

<u>Copyright Number</u>	<u>Date</u>	<u>Description</u>
TX0006018310	2003	Installation and systems administration guide
V3504D492	2003	Bulk data transfer release; computer programs
TX0005876715	2003	Decision gateway
TX0006095477	2003	Decision gateway: installation and systems administration guide
TX0006018311	2003	Decision gateway--route manager release 1.5 : installation guide.
TX0005877111	2003	Deposit Review
TX0005979859	2002	Deposit review client release 3.9 : administration guide.
TX0005990901	2002	Deposit review client : release 3.9 : deposit reviewer user's guide.
TX0005869385	2003	Distributed print server.
TX0005877110	2001	Distributed print server, release 1.4 installation and administration guide.
TX0005979858	2003	Exchange staging server.
TX0005875891	2003	File assembler release 1.0 installation and system administration guide.
TX0006556523	2007	NetCapture business client user guide release 5.1.
TX0006556513	2007	NetCapture business web client gateway system manual release 5.1.
TX0006556524	2007	NetCapture business web client user guide release 1.
TX0006556527	2007	NetCapture platform system manual release 5.1.
TX0006556525	2007	NetCapture portal user guide release 5.1.
TX0006581256	2007	NetCapture 5.1.
TX0006630769	2007	NetCapture 5.1 / by NetDeposit, Inc.
TX0006052021	2003	NetDeposit administrative web tool : release 1.5 : installation guide.
TX0006052020	2001	NetDeposit administrative web tool : release 1.5 : installation guide.
TX0006015783	2002	NetDeposit administrative web tool : release 1.5 : system administration guide.
TX0006015781	2002	NetDeposit administrative web tool : release 1.5 : user guide.
TX0006052024	2003	NetDeposit decision gateway--NetSettlement : release 1.2 : user guide.
TX0006052027	2003	NetDeposit decision gateway--NetSettlement : release 1.2 : user guide.
TX0006015780	2003	NetDeposit decision Gateway--route manager : release 1.5 : user guide.
TX0006052022	2003	NetDeposit deposit review client : release 3.9 : supervisor user's guide.
TX0006052023	2002	NetDeposit deposit review client : release 3.9 : supervisor user's guide.
TX0005893540	2002	NetDeposit : distributed print server : release 1.4 : user guide.
TX0006052025	2003	NetDeposit extract staging server : release 1.2 : installation and system administration guide.
TX0006052026	2001	NetDeposit extract staging server : release 1.2 : installation and system administration guide.
TX0006015782	2001	NetDeposit return procedures with CheckXception (Lexign software) Intended for Western Payment Alliance pilot participants.
TX0005893197	2003	NetSettlement
TX0005877109	2003	Remote client.
TX0006016064	2002	Remote client release 3.9 administration guide.
TX0006016341	2002	Remote client : release 3.9 : user's guide.
TX0005877247	2001	Remote client v3.9 quick reference card.
V3578D190	2009	Remote deposit & 1 other title.
V3545D488	2006	Remote deposit & 1 other title.
TX0005903053	2003	Remote staging server.
TX0005979983	2002	Remote staging server : release 3.9 : administration guide.
TX0006016342	2001	Return procedures without checkXception (Lexign software)
TX0005877108	2003	Returns.

**PATENTS**

None

**REGISTERED TRADEMARKS/SERVICE MARKS**

<u>Registration #</u>	<u>Trademark/Service Mark</u>
3628793	NETCONNECT
3345313	NEW MARKETS. NEW RULES. NEW TECHNOLOGY
3228703	NETCAPTURE (not assigned from NetDeposit, Inc. to NetDeposit, LLC)
2644495	NET DEPOSIT (not assigned from NetDeposit, Inc. to NetDeposit, LLC)
3022225	DECISION GATEWAY
3059711	REMOTE FOR BUSINESS
3016437	REMOTE STAGING SERVER
3016438	EXTRACT STAGING SERVER (not assigned from NetDeposit, Inc. to NetDeposit, LLC)
3708296	TOTALTRANSACT
3567573	CHECK360
2812484	NETDEPOSIT
2812483	NETDEPOSIT
2576673	NET DEPOSIT

**REGISTERED INTERNET DOMAIN NAMES**

netdeposit.com  
net-deposit.com  
netdeposit.us  
netdeposit.biz  
net-deposit.biz  
netdeposit.org  
net-deposit.net  
netdeposit.ws  
netdeposit.name  
netdeposit.tv  
c21marketplace.net  
check360.net  
gocheck360.com  
depositserve.com  
totaltransact.com  
totaltransact.net  
totaltransact.info  
totaltransact.org  
totaltransact.biz

Section 3.01(p)(ii)

None

Section 3.01(p)(iii)

Intacct Corporation, effective December 28, 2006.  
Microsoft Corporation (licenses purchased under ZMSC agreement with Microsoft).  
Oracle USA, Inc., effective October 31, 2008.  
TeaLeaf Technology, Inc. (contract originally with ZMSC, effective December 21, 2007, and assigned to NetDeposit on June 30, 2009).

Section 3.01(p)(iv)

**UNREGISTERED TRADEMARKS/SERVICE MARKS**

NDPRO  
TRANSACTEXPRESS

**SOFTWARE THAT HAS NOT BEEN COPYRIGHTED**