

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intuit Inc.		08/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Digital Insight Corporation		
Street Address:	200 Jefferson Drive		
Internal Address:	Bldg. 3		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2637940		
Registration Number:	3685301	D	
Registration Number:	2611866	DIGITAL INSIGHT	
Registration Number:	2856129	DIGITAL INSIGHT	
Registration Number:	3888468	DIGITAL INSIGHT	
Registration Number:	3573166	FINANCEWORKS	
Registration Number:	3750794	REAL BALANCE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-2000		
Email:	donna.gasiorowski@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		

CH \$190.00 2637940

Address Line 1: 300 North LaSalle Street
Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	36774-144 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/DONNA GASIOROWSKI/
Date:	08/02/2013

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("**Assignment**") dated as of August 1, 2013 (the "**Effective Date**"), is made by and between Intuit Inc., a Delaware corporation ("**Assignor**"), and Digital Insight Corporation, a Delaware corporation ("**Assignee**") (each, a "**Party**" and collectively, the "**Parties**").

WITNESSETH:

WHEREAS, Assignor is the record owner of the trademarks and trademark registrations and applications, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on Schedule A (collectively, the "**Trademarks**");

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of July 1, 2013, as amended, by and among Assignor, Assignee, Fandango Holdings Corporation, a Delaware corporation, and Fandango Merger Corp., a Delaware corporation and a wholly-owned subsidiary of Parent (the "**Merger Agreement**"), and the related Asset Transfer Agreement, dated as of August 1, 2013, by and among Assignor and Assignee (the "**Asset Transfer Agreement**"), Assignee has agreed to acquire and Assignor has agreed to assign certain assets of Assignor, including the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in the Merger Agreement, Asset Transfer Agreement and in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks, including without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, together with the right to sue and recover damages for all causes of action (either in law or in equity). The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. Cooperation. At Assignee's reasonable expense, Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Merger Agreement or Asset Transfer Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule, together with the Merger Agreement and Asset Transfer Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Merger Agreement or the terms of the Asset Transfer Agreement, the terms of the Merger Agreement or Asset Transfer Agreement, as applicable, shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Assignment and any dispute arising out of, relating to or in connection with this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

5. Jurisdiction. The Parties hereto agree that any Proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby shall be brought in any federal court located in the State of Delaware or any Delaware state court, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Process in any such Proceeding may be served on either Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 10.02 of the Merger Agreement shall be deemed effective service of process on such Party.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

INTUIT INC.

By R. Neil Williams

Name: R. Neil Williams
Title: Senior Vice President and Chief
Financial Officer

DIGITAL INSIGHT CORPORATION

By _____

Name: CeCelia Morken
Title: President

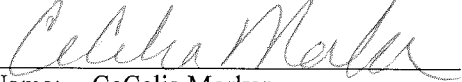
[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

INTUIT INC.



By _____
Name: R. Neil Williams
Title: Senior Vice President and Chief
Financial Officer

DIGITAL INSIGHT CORPORATION

By 
Name: CeCelia Morken
Title: President

[Signature Page to Trademark Assignment]

**Schedule A
LIST OF TRADEMARKS**

COUNTRY	TRADEMARK SERVICE MARK	STATUS	TRADEMARK OWNER	PRODUCT
UNITED STATES	DIGITAL INSIGHT DESIGN MARK 	Registration No. 2,637,940 Class 36 Registered October 22, 2002 8&15 filed September 29, 2012 Renewal due October 22, 2022	Indigo	Former corporate logo and Internet Banking
UNITED STATES	DIGITAL INSIGHT DESIGN MARK 	Registration No. 3,685,301 Class 42 Registered September 22, 2009 Section 8 & 15 due September 22, 2015 Renewal due September 22, 2019	Indigo	Former corporate logo and Internet Banking
UNITED STATES	DIGITAL INSIGHT	Registration No. 2,611,866 Class 36 Registered August 27, 2002 8&15 filed August 29, 2012 Renewed August 29, 2012 Renewal due August 27, 2022	Indigo	Former corporate name and Internet Banking
UNITED STATES	DIGITAL INSIGHT	Registration No. 2,856,129 Class 36 Registered June 22, 2004 8&15 filed August 15, 2010 Renewal due June 22, 2014	Indigo	Former corporate name and Internet Banking

COUNTRY	TRADEMARK SERVICE MARK	STATUS	TRADEMARK OWNER	PRODUCT
UNITED STATES	DIGITAL INSIGHT	Registration No. 3,888,468 Class 42 Registered December 14, 2010 8&15 due December 14, 2016 Renewal due December 14, 2020	Indigo	Former corporate name and Internet Banking
UNITED STATES	FINANCEWORKS	Registration No. 3,573,166 Class 42 Registered February 10, 2009 Section 8 & 15 due February 10, 2015 Renewal due February 10, 2019	Indigo	FinanceWorks
CANADA	FINANCEWORKS	Serial No. 1,362,193 Equivalent of Classes 9, 42 Filed September 4, 2007 Statement of Use due September 4, 2013	Indigo	FinanceWorks
CHINA	FINANCEWORKS	Registration No. 6263272 Class 42 Registered August 7, 2011 Use deadline August 7, 2014 Renewal due August 6, 2021	Indigo	FinanceWorks
EUROPEAN UNION	FINANCEWORKS	Registration No. 006260475 Classes 9; 42 Registered September 6, 2007 Use deadline due August 3, 2015 Renewal due September 6, 2017	Indigo	FinanceWorks

COUNTRY	TRADEMARK SERVICE MARK	STATUS	TRADEMARK OWNER	PRODUCT
INDIA	FINANCEWORKS	Registration No. 1598184 Classes 9; 42 Registered September 3, 2007 Renewal due September 3, 2017	Indigo	FinanceWorks
UNITED STATES	REAL BALANCE	Registration No. 3,750,794 Class 42 Registered February 16, 2010 Section 8&15 due February 16, 2016 Renewal due February 16, 2020	Indigo	FinanceWorks
UNITED STATES	LAUNCHSMART	In use no later than August 12, 2008	Common Law	FinanceWorks
UNITED STATES	BANKING.COM LOGO 	Logo in use no later than October 26, 2010	Common Law	Internet Banking