FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

10-17-2000



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U.S. Department of Commerce Patent and Trademark Office **TRADEMARK**

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		Other L	
Name R. Alan Neely Formerly		Mark if additional names of cor	Execution Date Month Day Yee September 15
Individual Gene	ral Partnership	Limited Partnership	Corporation Association
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Receiving Party Name InvoiceLink Composed of Address (line 1) 5603-B West Address (line 2) Suite 283 Address (line 3) Gree Individual Gene	ensboro City eral Partnership	NC / USA State/Country Limited Partnership	27410 Zip Code If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate

Public burden reporting for this cellection of imformation is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (9651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS. Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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Name	Shearman & Sterling				
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Corresponde	ent Name and Address Area Co	de and Telephone Number	212 848-4000		
Name	Anthony L. Meola				
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Statement and Signature To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.					
	hony L. Meola	1 Where	09/29/200		
Name o	f Person Signing	Signature	Date Signed		

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, is made and effective as of September 15, 2000, by R. Alan Neely, an individual residing at 5618 Faye Drive, Greensboro, NC 27410, ("Seller"), in favor of InvoiceLink Corporation, a corporation organized under the laws of Delaware having a place of business at 5603-B West Friendly Avenue, Suite 283 Greensboro, North Carolina 27410 ("Buyer").

WHEREAS, Seller has adopted, used, and is using the trademark "INVOICELINK," which mark is registered in the United States Patent and Trademark Office as Registration No. 2,330,143 (collectively, the "Trademarks"); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, all of Seller's right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers to Buyer all of its right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks, all common law rights with respect thereto, all registrations and applications for registration thereof in the United States Patent and Trademark Office or in any office or agency of any State thereof or any foreign country, all rights therein provided by international treaties or conventions, all extensions and renewals of any of the foregoing, and the right to sue for past, present or future infringement of any of the foregoing. Seller shall, without further compensation, furnish Buyer and its successors, assigns and legal representatives with such necessary information and reasonable assistance, including execution of required oaths and other documents, as Buyer may reasonably request in connection with (i) recording and perfecting its ownership interest in the Trademarks with any governmental authority, and (ii) filing any additional applications for registration of the marks included in the Trademarks.

IN WITNESS WHEREOF, Seller has executed this Agreement as of the date and vear first above written.

RECORDED: 10/10/2000

R. Alan Neely 9/15/00

Witnessed by: Dun 1/M O. Oreen William O. Green

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