

FORM PTO-1618A
Expires 09/30/99
OMB 0851-0027

07-25-2001

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



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment 2/6 License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
01/10/2000

Name KeyCorp

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Ohio

Receiving Party

Mark if additional names of receiving parties attached

Name Visa U.S.A. Inc.

DBA/AKATA _____

Composed of _____

Address (line 1) 900 Metro Center Boulevard

Address (line 2) _____

Address (line 3) Foster City
City

CA, USA
State/Country

94404
Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

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 document from Assignment.)

- Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

40E

Public burden reporting for this collection of information 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 (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, 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

FORM PTO-1618B
Expires 06/30/99
OMB 0951-0027

Page 2

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(650) 432-3166

Name

James Y. Leong

Address (line 1)

900 Metro Center Boulevard

Address (line 2)

Address (line 3)

Address (line 4)

Foster City, CA 94404

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1926659		

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40,00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

220384

Authorization to charge additional fees:

Yes

No

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.

James Y. Leong

Name of Person Signing



Signature

01/21/2000

Date Signed

ASSIGNMENT

This Assignment is made by KEYCORP, an Ohio corporation having an office at 127 Public Square, Cleveland, Ohio 44114 ("Assignor") in favor of VISA U.S.A., INC., a Delaware corporation having an office at 900 Metro Center Boulevard, Foster City, California 94404 ("Assignee").

Assignor warrants and represents that to its knowledge it owns all right, title, and interest in and to the mark MONEY CHOICES (the "Mark") as used to identify, among other things, banking services in International Class 36.

Assignee desires to acquire, and Assignor desires to transfer to Assignee, all of Assignor's right, title, and interest in and to the Mark,

WHEREFORE, for good and valuable consideration, the receipt and adequacy of which Assignor acknowledges:

1. Assignor assigns, transfers, and conveys to Assignee, as of January 10, 2000, ~~December XXXXX, 1999~~, all of Assignor's right, title, and interest in and to the Mark, including without limitation:

- (a) All trademark rights, service mark rights, trade name rights, and any and all other intellectual property rights;
- (b) All goodwill associated with the Mark;
- (c) All U.S. (federal, state, or local) or foreign government registrations for, or applications to register, any rights in the Mark, including without limitation the following U.S. service mark registration:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MONEY CHOICES	1,926,659	October 10, 1995

- (d) Any and all contract rights or other proprietary rights; and
- (e) Any and all causes of action that Assignor may own in connection with any rights in and to the Mark, whether such causes of action are pre-existing or arise after the date of this Assignment.

2. Assignor's assignment to Assignee of all of Assignor's right, title and interest in and to the Marks is made for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, and legal representatives, as fully and completely as Assignor currently uses and enjoys all right, title, and interest in and to the Marks.

3. Assignor authorizes and requests the U.S. Patent and Trademark Office, the U.S. Copyright Office, and any other office or official anywhere in the world responsible for registering or recording ownership of trademark rights, service mark rights, trade name rights, or any other intellectual property rights, any contract or other proprietary rights, or any and all other rights of any kind whatsoever, to register or record Assignee as the assignee and owner of any and all right, title, and interest assigned under this Assignment.

4. Assignor agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable to perfect Assignee's ownership of any rights in and to the Mark.

5. Assignor represents and warrants that Assignor has not previously assigned, orally or in writing, to any third party any of Assignor's right, title, or interest in and to the Marks, including the right to use the Marks. Assignor further represents and warrants that Assignor has disclosed to Assignee all information known to Assignor that is related to Assignor's right, title, and interest in and to the Mark, including without limitation the chain of title for the Mark and for U.S. service mark Registration No. 1,926,659.

6. This Assignment contains the complete and exclusive understanding between Assignor and Assignee relating to its subject.

IN WITNESS WHEREOF, the duly authorized representative of Assignor whose name appears below, has executed this Assignment on the below-written date for himself and on behalf of Assignor.

Date: ~~December 10, 1999~~
January 10, 2000

Karen Haefliger
[signature]

Karen Haefliger
[name]

Chief Marketing Officer
[title]

Subscribed and sworn to before me ~~this~~ as of ~~December 10, 1999~~ January 10, 2000

Margaret J. Christian
Notary Public

My commission expires MARGARET E. CHRISTIAN
Notary Public - State of Ohio, Cuyahoga County.
My Commission Expires October 14, 2002

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