

11-07-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101892979

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): OUTREACH COMMUNICATIONS CORPORATION CLEARCOMMERCE CORPORATION 10-16-01 [checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State - TEXAS, Other] Additional name(s) of conveying party(ies) attached? [checkbox] Yes [checked] No

2. Name and address of receiving party(ies) Name: OUTREACH MARKETING, INC. Internal Address: Street Address: 2560 Progress Street City: Vista State: CA Zip: 92083 [checkboxes for Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State - CALIFORNIA, Other] If assignee is not domiciled in the United States, a domestic representative designation is attached: [checkbox] Yes [checkbox] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [checkbox] Yes [checkbox] No

3. Nature of conveyance: [checked] Assignment [checkbox] Merger [checkbox] Security Agreement [checkbox] Change of Name [checkbox] Other Execution Date: June 1, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,218,691 Additional number(s) attached [checkbox] Yes [checked] No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John J. Murphey Internal Address: Murphey & Murphey, A.P.C. Street Address: 701 Palomar Airport Road Suite 260 City: Carlsbad State: CA Zip: 92009

7. Total fee (37 CFR 3.41).....\$ 80.00 [checked] Enclosed [checkbox] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. John J. Murphey Name of Person Signing [Signature] Signature 10-16-01 Date

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002394 FRAME: 0195

Domain Name Assignment Agreement

THIS AGREEMENT for the transfer of the domain name <outreach.com> ("Domain Name") and United States Service Mark Registration Number 2,218,691 to <OUTREACH> (the "Service Mark") (copy of registration certificate attached as Exhibit A) is made this 1st day of June, 2001 by and among OUTREACH COMMUNICATIONS CORPORATION and CLEARCOMMERCE CORPORATION, Outreach Communications Corporation and Clear Commerce Corporation, being business entities (collectively "Seller"), and OUTREACH MARKETING, INC., a California corporation ("Buyer").

Buyer agrees to pay the amount of twenty thousand dollars (\$20,000 USD) (the "Purchase Price") by check to Seller, delivered to Seller by overnight mail within three (3) business days of the execution of this Agreement for the purchase of the Domain Name and the Service Mark, associated goodwill, and all other rights that Seller has in the Domain Name and the Service Mark.

Seller hereby represents and warrants that he has ownership of the Domain Name free and clear of any liens or encumbrances and that the current registration for the Domain Name is paid in full, and hereby agrees to sell, assign and transfer all of his right, title and interest for the above sum, together with the goodwill, if any, symbolized by the Domain Name, effective immediately upon the payment set forth above by Buyer. Further upon the payment set forth above by the Buyer, Seller shall quitclaim its entire right, title and interest in and to the Service Mark to Buyer by executing upon its execution of this Agreement the Trademark Assignment attached hereto (Exhibit B). Seller shall cease all use of the Service Mark or any colorable imitation, as soon as practicable following its execution of this Agreement and in no event later than sixty (60) days following such execution. Seller shall not use or register, and has not registered, any other trademark, service mark, trade name, domain name, or other name or identifier containing outreach.com or any similar designation. Seller agrees not to object to or otherwise challenge Buyer's use and registration worldwide of any domain name, trademark, service mark and/or trade name containing "outreach" or any similar designation.

Seller shall (at Buyer's sole expense for Seller's reasonable actual out-of-pocket fees and expenses) cooperate and do everything that Buyer may reasonably consider necessary or appropriate to assist Buyer to effectuate or perfect the transfer of the Domain Name and Service Mark to Buyer.

The undersigned Seller warrants that he has the authority to bind Seller to the terms of this agreement. Seller further represents and warrants that: (i) Seller has not entered into and is not bound by any contract or arrangement of any kind that conflicts with the terms of this agreement, except with Imperial Bank of Austin, Texas, but for which a release has been obtained (copy attached as Exhibit C); (ii) to the best knowledge of Seller, there are no existing or threatened claims or proceedings by any third party relating to Seller's use, registration, or ownership of the Domain Name; (iii) the Domain Name is not subject to any outstanding order, decree, judgment, stipulation, written restriction, undertaking, or agreement that would prevent Seller from complying with any obligation(s) under this Agreement; (iv) Seller has not granted any license to or authorized any third party to use the Domain Name or a confusingly similar domain name, trademark, service

mark, or trade name for any goods or services; (v) Seller does not own or control any other trademark registration or application for the mark "outreach" or a confusingly similar mark; and (vi) Seller is not aware of any trademark that conflicts with or would otherwise limit the use of the Domain Name.

Seller shall maintain this agreement and the terms thereof in strict confidence and shall not disclose such terms to any other person. Notwithstanding the foregoing, Seller may disclose the terms of this Agreement to professional advisors who have a need to know such terms, such as attorneys and accountants, provided such advisors agree to maintain the confidentiality of such terms.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assigns. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior or contemporaneous, written or oral understandings and agreements with respect to the subject matter hereof. No party was induced to enter into this Agreement by any statements or representations not contained herein. Any and all representations, promises, warranties or statements by or on behalf of any party that differ in any way from the terms hereof shall be given no force or effect. This agreement may be modified, amended, assigned or changed only by mutual agreement of the parties set forth in writing.

Should any action be brought to enforce or interpret the terms of this agreement, the exclusive and sole places of venue for any such action shall be a court of competent jurisdiction within the County of San Diego, North County, State of California or within Travis County, State of Texas. Should any such action of enforcement or interpretation be brought by any party hereto, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees and costs. This agreement shall be governed by California law, without reference to its choice of law provisions. Time is of the essence with respect to performance of this contract.

THE SIGNATURE PAGE, EXHIBITS A, B AND C, FOLLOW.

Dated this 1st day of June, 2001.

"BUYER"

OUTREACH MARKETING, INC.



Scott Evans

Title: President

2560 Progress St.
Linda, CA 92083

"SELLER"

OUTREACH COMMUNICATIONS
CORP.



By:

R.C. Estes

Title: Treasurer

11500 Metric Blvd., Suite 300

Austin, Texas 78758

CLEARCOMMERCE CORPORATION



By:

R.C. Estes

Title: Treasurer

11500 Metric Blvd., Suite 300

Austin, Texas 78758

Exhibit A- (P 1/2)

The United States of America



CLASS 36

CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



J. Todd Johnson

Acting Commissioner of Patents and Trademarks

TRADEMARK
REEL: 002394 FRAME: 0199

Exhibit A-(P 2/2)

Int. Cl.: 36

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 2,218,691

United States Patent and Trademark Office

Registered Jan. 19, 1999

**SERVICE MARK
PRINCIPAL REGISTER**

OUTREACH

OUTREACH COMMUNICATIONS CORPORATION (TEXAS CORPORATION)
9101 BURNET ROAD, SUITE 207
AUSTIN, TX 78758

FOR: CREDIT CARD SERVICES; CREDIT CARD VERIFICATION; DEBIT CARD SERVICES; ELECTRONIC FUNDS TRANSFER; ELECTRONIC PAYMENT, NAMELY ELECTRONIC PROCESSING AND TRANSMISSION

OF BILL PAYMENT DATA; CASH REPLACEMENT RENDERED BY CREDIT CARD, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 9-21-1995; IN COMMERCE 9-21-1995.

SER. NO. 75-386,472, FILED 11-7-1997.

WILLIAM P. SHANAHAN, EXAMINING ATTORNEY

TRADEMARK

REEL: 002394 FRAME: 0200

QUITCLAIM TRADEMARK ASSIGNMENT

WHEREAS, ClearCommerce, Inc., a Delaware corporation having an address at 11500 Metric Blvd., Suite 300, Austin, Texas 78758 ("ASSIGNOR"), successor-in-interest of all assets of Outreach Communications Corporation, a Delaware corporation, has or may have certain rights in the following trademark now registered in the United States Patent and Trademark Office, and is the sole owner of such registration:

<u>Trademark</u> OUTREACH	<u>Registration No.</u> 2,218,691	<u>Date of Registration</u> January 19, 1999
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WHEREAS, Outreach Marketing, Inc. ("ASSIGNEE"), a California corporation having its principal offices at 2560 Progress St., Vista, CA 92083, is desirous of acquiring said registered trademark and all other rights owned by ASSIGNOR in the OUTREACH mark (collectively, the "Trademark").

NOW, THEREFORE, in consideration of the release of certain claims and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby quitclaims to ASSIGNEE all right, title and interest in the United States and elsewhere in and to the Trademark, together with the goodwill, if any, of the business symbolized by the Trademark.

ASSIGNOR represents, warrants and agrees that (i) it is the sole owner and holder of all rights, interest and title in and to Trademark Registration No. 2,218,691; (ii) it is not a party to any license, agreement or understanding with respect to the Trademark except with ASSIGNEE, further except with Imperial Bank of Austin, Texas but for which a release has been obtained; and (iii) it is not aware of anything that prevents it from entering into this Trademark Assignment or granting the rights which are granted to ASSIGNEE herein.

ASSIGNOR:
CLEARCOMMERCE, INC.

Date: 5/1/01

By: [Signature]
R.C. Estes
Treasurer

State of Texas)
)ss:
County of Travis)

On this 1st day of June, 2001, personally appeared R.C. Estes, to me known and known to me to be Treasurer of ClearCommerce, Inc., the Assignor above named, and acknowledged that he executed the foregoing Trademark Assignment on behalf of said Assignor pursuant to authority duly received.

[Signature]
Notary Public Signature

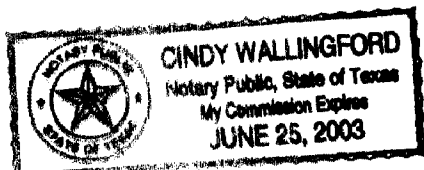


Exhibit C**IMPERIAL BANK**

Emerging Growth Industries, Southwest Regional Office
8911 Capital Texas Highway, Suite 2310 • Austin, Texas 78759 • Tel: (512) 349-2333 • Fax: (512) 349-2888

May 16, 2001

ClearCommerce Corporation
11500 Metric Blvd. Suite 300
Austin TX 78758
Attention: Michael S. Grajeda

Dear Mr. Grajeda:

Reference is made to the Amended and Restated Loan and Security Agreement dated as of September 18, 2000 ("Agreement"), by and between Clear Commerce Corporation, (the "Borrower") and Imperial Bank (the "Bank"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

The Borrower has informed the Bank that it intends to sell (i) outreach.com domain and (ii) Class 36 service mark for the name "outreach" (referred to herein as the "Specified Transaction").

The Specified Transaction is prohibited pursuant to Section 7.1 of the Agreement, Dispositions, and the Borrower has asked the Bank to consent to the Specified Transaction. The Bank hereby consents to the consummation of the Specified Transactions on the terms and conditions contained herein.

The consent contained in this letter is specific as to the Specific Transactions and to the provisions of the Agreement relating to Dispositions only, and other than that consent this letter is not a consent to, or waiver of, any non-compliance of any other provision of the Agreement past, present, or future, including non-compliance of any provisions of the Agreement other those restricting the Specified Transactions that may occur as a result of the Specific Transactions, and the Bank reserves all its rights and remedies that it may have as a result thereof.

Very truly yours,

IMPERIAL BANK

By: 

Name: David McLaughlin

Title: Assistant Vice President

Acknowledged and Agreed to:

CLEARCOMMERCE CORPORATION

By: 

Name: R.C. Estes

Title: Treasurer

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