

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The SafeCheck Company LLC		07/11/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Visa U.S.A. Inc.
Street Address:	900 Metro Center Boulevard
City:	Foster City
State/Country:	CALIFORNIA
Postal Code:	94404
Entity Type:	Non-Stock Corporation: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	76459077	SAFECHECK
Registration Number:	2594675	SAFECHECK

CORRESPONDENCE DATA	
Fax Number:	(650)432-3425
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 432-3166
Email:	trademarks@visa.com
Correspondent Name:	James Y. Leong
Address Line 1:	900 Metro Center Boulevard
Address Line 2:	Mailstop M1-11A
Address Line 4:	Foster City, CALIFORNIA 94404

NAME OF SUBMITTER:	Brandon K. Murai
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Total Attachments: 5
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TRADEMARK ASSIGNMENT

The SafeCHECK Company L.L.C.(hereinafter called "ASSIGNOR") has applied for, adopted and/or used the trademarks listed on the schedule attached hereto as Schedule A and made a part hereof (hereinafter referred to as the "Marks"). VISA U.S.A., Inc., a Delaware non-stock corporation with its principal place of business at Metro Center Boulevard, Foster City, CA 94404 (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Marks in accordance with the terms and conditions of the Asset Purchase Agreement, dated as of July 1, 2003 (the "Asset Purchase Agreement"), and the Intellectual Property Bill of Sale and Assignment Agreement, dated as of the date hereof (the "Bill of Sale"), in each case by and between ASSIGNOR and ASSIGNEE.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR confirms that pursuant to the Asset Purchase Agreement and the Bill of Sale it does hereby assign and transfer unto ASSIGNEE and its successors and assigns all of ASSIGNOR's right, title and interest in and to the Marks, and all registrations and applications for registration of the Marks, together with the goodwill of the business symbolized by the Marks, and including any and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present or future infringement of the Marks or injury to said goodwill, together with the right to sue or recover from third parties the same in the ASSIGNEE'S name, provided that if Assignee recovers for any inaccuracies of any representations or warranties of Assignor set forth in Section 4.3 of the Asset Purchase Agreement, or for the breach thereof, based on past infringement or past injury to goodwill by a third party,

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then Assignee shall, automatically upon recovery from Assignor, assign such claim against such third party for past infringement or past injury to goodwill back to Assignor. ASSIGNOR further agrees to execute and deliver all other instruments and documents as may be reasonably requested from time to time by ASSIGNEE as necessary to perfect such rights, title, and interest in ASSIGNEE and its successors and assigns.

Regardless of any conflict of law or choice of law principles that might otherwise apply, the parties agree that this Trademark Assignment shall be governed by and construed in all respects in accordance with the laws of the State of New York applicable to agreements made and performed entirely within such State. In case any one or more of the provisions contained in this Trademark Assignment shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Trademark Assignment, and this Trademark Assignment shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

This Trademark Assignment may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto.

IN WITNESS WHEREOF, ASSIGNOR has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of July 11, 2003.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of July 11, 2003.

"ASSIGNOR"

THE SAFECHECK COMPANY L.L.C.

By: R. Anne O'Toole

Name: R. Anne O'Toole

Title: President

STATE OF New Jersey
COUNTY OF Burlington

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On this 11th day of July, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared R. Anne O'Toole, known by me to be the person of the above name and an officer of The SafeCHECK Company L.L.C., duly authorized to execute this Trademark Assignment on behalf of The SafeCHECK Company L.L.C., who signed and executed the foregoing instrument on behalf of The SafeCHECK Company L.L.C.

Rebekah Faye Conley
Notary Public

My Commission Expires: July 5, 2007

[Signatures Continued on Next Page]

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REBEKAH FAYE CONLEY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/5/2007



"ASSIGNEE"

VISA U.S.A., INC.

By: Kevin Schultz

Name: KEVIN SCHULTZ


Title: EXECUTIVE VICE PRESIDENT

STATE OF Wisconsin

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§
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COUNTY OF Waushara

On this 11th day of July, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kevin Schultz, known by me to be the person of the above name and an officer of VISA U.S.A., Inc., duly authorized to execute this Trademark Assignment on behalf of VISA U.S.A., Inc., who signed and executed the foregoing instrument on behalf of VISA U.S.A., Inc.



Notary Public

My Commission Expires: 1/22/05

Schedule A

Trademarks

1. U.S. Trademark Registration No. 2,594,675 for the word mark SafeCHECK.
2. U.S. Trademark Application Serial No. 76/459,077 for the SafeCHECK design logo.

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RECORDED: 11/18/2003

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