

FORM PTO-1594 (Rev. 6-93)  OMB No. 0651-0011 (exp. 4/94) Tab settings ⇌	<b>RECORDATION FORM COVER SHEET</b>  <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office  8568
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

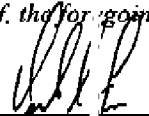
<b>1. Name of conveying party(ies):</b> Kirchman Corporation  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of Wisconsin <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Metavante Finance Corp.</u> Internal Address: _____ Street Address: <u>4101 West 38<sup>th</sup> Street</u> City: <u>Souix Falls</u> State: <u>SD</u> Zip: <u>57106</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - <u>Delaware</u> <input type="checkbox"/> Other  <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>
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<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>May 27, 2004</u>	
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<b>4. Application number(s) or patent number(s):</b> A. Trademark Application No.(s)  <p style="text-align: center;">76/510,274</p>	B. Trademark Registration No.(s)  <p style="text-align: center;">2,438,225      2,769,672</p>
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Name: <u>Kent A. Lee, Esq.</u> <u>Reinhart Boerner Van Deuren, s.c.</u> Internal Address: <u>Suite 2100</u>  Street Address: <u>1000 North Water Street</u> City: <u>Milwaukee</u> State: <u>WI</u> Zip: <u>53202</u>	<b>6. Total number of applications and registrations involved:</b> ..... 3  <b>7. Total fee (37 CFR 3.41)</b> ..... \$ <u>90.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.  <b>8. Deposit account number:</b> <p style="text-align: center;">18-0882</p> (Attach duplicate copy of this page if paying by deposit account)
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**DO NOT USE THIS SPACE**

<b>9. Statement and signature.</b> <i>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.</i>		
<u>Kent A. Lee</u> Name of Person Signing	 Signature	<u>July 1, 2004</u> Date
Total number of pages including cover sheet, attachments, and document: [5]		

1106261

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

CH \$90.00 180882 76510274

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 27th day of May, 2004 by KIRCHMAN CORPORATION (f/k/a SR Acquisition Corp.), a Wisconsin corporation, having a mailing address at 4900 West Brown Deer Road, Brown Deer, Wisconsin 53223 (hereinafter referred to as "Assignor") to METAVANTE FINANCE CORP., a Delaware corporation, having a place of business at 4101 West 38<sup>th</sup> Street, Sioux Falls, South Dakota 57106 (hereinafter referred to as "Assignee").

WHEREAS, Assignor and Assignee are parties to an Agreement for the Sale of Intellectual Properties dated as of May 27, 2004 (the "Sale Agreement"); and

WHEREAS, Assignor is the owner of certain intellectual property assets; and

WHEREAS, pursuant to section 1 of the Sale Agreement, Assignor sells, conveys, assigns, transfers, and delivers to Assignee, *inter alia*, all intangible rights and property of Assignor, anywhere in the world, including but not limited to the Intangible Assets (as defined in the Sale Agreement); and

WHEREAS, Assignor is desirous of transferring and assigning to Assignee, and Assignee is desirous of acquiring from Assignor, all of Assignor's right, title and interest in and to the trademarks, registration and applications and all of the goodwill associated therewith set forth on the attached Schedules I and II (the "Assigned Marks") and other rights Assignor may have with respect to such Assigned Marks.

NOW, THEREFORE, for good and valuable consideration (including that recited in the Sale Agreement), the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, convey and assign unto Assignee all of its rights, title and interest in and to the Assigned Marks identified on the attached Schedules I and II, together with the goodwill of the business appertaining thereto and which is symbolized by the Assigned Marks and the worldwide right to sue for past infringements of the Assigned Marks.

Assignor shall execute any and all documents reasonably requested by Assignee to transfer ownership of the Assigned Marks listed on the attached Schedules I and II, including, but not limited to, Assignments, Transfers and related Powers of Attorney.

Paul T. Danola declares that he is the President of Kirchman Corporation (f/k/a SR Acquisition Corp.) and is authorized to execute this Assignment on behalf of said corporation, and that the facts set forth in this Assignment are true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both under Section 1001 of Title 18 of the United States Code and that such false statements may jeopardize the validity of the Assignment.

KIRCHMAN CORPORATION

BY  \_\_\_\_\_

Paul T. Danola, President

**Schedule I  
Assigned Marks (U.S.)**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Reg./App. No.</u></b>
United States	THE POP UP BANK	76/510,274
	YOU WIN	2,438,225
	KIRCHMAN BANKWAY	2,769,672
	THE BANKWAY CHALLENGE & DESIGN	Common Law

**Schedule II  
Assigned Marks (Foreign)**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Req./App. No.</u></b>
Belarus	Kirchman Bankway	18315
Bulgaria	Kirchman Bankway	64871
Columbia	Kirchman Bankway	279492
Czech Republic	Kirchman Bankway	260620
Malaysia	Kirchman Bankway	2003-06574
Philippines	Kirchman Bankway	4-2003-0004345
Slovak Republic	Kirchman Bankway	POZ 1255-2003
Thailand	Kirchman Bankway	Kor 1935 85
Serbia and Montenegro	Kirchman Bankway	Z-511/03