

03-11-2002

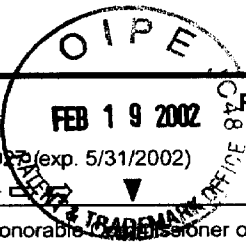


102009386

Form PTO-1595 (Rev. 03/01)

OMB No. 0651-0047 (exp. 5/31/2002)

Tab settings =>



RECORDATION PAT.

DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies):
Netzee, Inc.
Bank Systems & Equipment Corp.
2.19.02
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: The Intercept Group, Inc.
Internal Address: _____
Street Address: 3150 Holcomb Bridge Road
Suite 200
City: Norcross State: GA Zip: 30071
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Correction of PTO error to show Security Agreement recorded against additional registrations and applications
Execution Date: 2/2/01

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
B. Patent No.(s)
5,330,275
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Wendy Houser
Internal Address: Alston & Bird LLP
Street Address: 1201 West Peachtree Street
City: Atlanta State: GA Zip: 30309

6. Total number of applications and patents involved: 1 4
7. Total fee (37 CFR 3.41).....\$0.00
 Enclosed
 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.
Wendy Robertson Wendy Robertson 2/11/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 18

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

PATENT
REEL: 012631 FRAME: 0931

Additional Application Numbers

08/636,850

2,287,691

09,414,059

M. CO
1-15-01

ASSIGNMENT F

12-07-2001
101910284

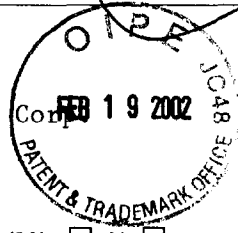
SHEET Patents Only

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

by Dkt. No.:

1. Name of conveying party(ies):

Netzee, Inc.
Bank Systems & Equipment Corp.



2. Name and address of receiving party(ies):

The Intercept Group, Inc.
located at 3150 Holcomb Bridge Road
Suite 200
Norcross, Georgia 30071

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: 2/2/01

Additional name(s) & address(es) attached? Yes No

4. Application No. Patent No. 5,330,275

If this document is being filed together with a new application, the execution date of the application is:

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

WENDY HOUSER
ALSTON & BIRD LLP
1201 W. Peachtree Street
Atlanta, GA 30309

6. Total number of applications and patents involved:

4

7. Total fee (37 CFR 3.41) \$160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 16-0605

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.*

Wendy Houser
Name of Person Signing: Wendy Houser

3/6/01
Date

Reg. No.

Total number of pages including cover sheet, attachments, and document 4

12/06/2001 LNUELLER 00000248 5330275

01 FC:581

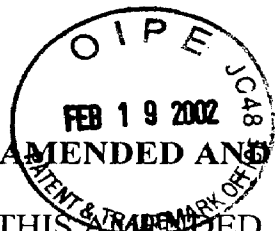
160.00 00

Additional Application Numbers

08/636,850

2,287,691

09,414,059



AMENDED AND RESTATED PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement") dated as of February __, 2001 executed and delivered by NETZEE, INC., a corporation organized under the laws of Georgia (the "Borrower") each of the undersigned Subsidiaries (as defined in the Credit Agreement referred to below) and the other Persons from time to time party hereto (the Borrower, each of the undersigned Subsidiaries and each other Person, a "Debtor" and collectively, the "Debtors") in favor of THE INTERCEPT GROUP, INC. a corporation organized under the laws of Georgia ("InterCept"), individually and as Agent for the Lenders under the Credit Agreement (the "Secured Party").

WHEREAS, the Borrower and InterCept have entered into that certain Credit Agreement dated as of May 31, 2000 (as amended, supplemented, restated or otherwise modified from time to time in accordance with its terms and in effect immediately prior to the date hereof, the "Existing Credit Agreement") pursuant to which InterCept agreed to extend certain financial accommodations to the Borrower subject to the terms thereof;

WHEREAS, pursuant to the Guaranty dated as of May 31, 2000, (as in effect immediately prior to the date hereof, the "Existing Guaranty") executed by each of the other Debtors (other than the Borrower) in favor of InterCept, each Debtor guaranteed, among other things, the Borrower's obligations to InterCept under the Existing Credit Agreement;

WHEREAS, pursuant to that certain Patent Collateral Assignment and Security Agreement dated as of May 31, 2000 (as in effect immediately prior to the date hereof, the "Existing Patent Agreement") executed by each of the Debtors party thereto in favor of InterCept, each such Debtor granted to InterCept a security interest in the Patent Collateral (as defined therein), as collateral security for payment and performance of their obligations under the Existing Credit Agreement and the Existing Guaranty;

WHEREAS, pursuant to the terms of that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Credit Agreement) by and among the Borrower, the Lenders and the Secured Party, the parties thereto are to amend and restate the Existing Credit Agreement to increase the amount of the financial accommodations available thereunder, add the John H Harland Company as a Lender and to permit all of the Lenders to make such financial accommodations available to the Borrower on the terms contained therein, and for other purposes provided therein;

WHEREAS, the Existing Guaranty is to be amended and restated pursuant to that certain Amended and Restated Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with its

terms, the "Guaranty") by and among the Debtors (other than the Borrower) and the Agent;

WHEREAS, the Borrower owns, directly or indirectly, all of the capital stock of, or other equity interests in, the other Debtors;

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and the extension of such financial accommodations under the Credit Agreement that the parties hereto amend and restate the terms of Existing Patent Agreement pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Debtor, each Debtor hereby agrees with the Secured Party that the Existing Patent Agreement is amended and restated in its entirety as follows:

Section 1. Security Interest In Patents. Pursuant to the terms of this Agreement and to secure the prompt and complete payment, observance and performance of all of the Obligations, each Debtor hereby conditionally assigns to the Secured Party, for its individual benefit and the benefit of the Lenders, and grants to the Secured Party, for its individual benefit and for the benefit of the Lenders, a security interest in, with power of sale to the extent permitted by Applicable Law, all of each Debtor's right, title and interest in, to and under all of the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Patent Collateral"): (a) all patents and patent applications, including without limitation, the registered patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and (i) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) all of each Debtor's rights corresponding thereto throughout the world (except for rights, other than rights to the payment of money, under contracts and agreements that prohibit the grant of a security interest therein or the assignment thereof); and (b) all books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing.

Section 2. Effective Date of Conditional Assignment. Upon a Default or Event of Default (each as defined in the Credit Agreement), each Debtor hereby acknowledges and agrees that the conditional assignment of the Patent Collateral effected hereby shall automatically occur and be effective, without any action necessary on the part of, or any notice to or consent from, each Debtor, the Secured Party, any Lender or any other Person, simultaneously with any foreclosure on, or transfer or other conveyance of, any of the Patent Collateral by or to the Secured Party, as permitted under, or otherwise as a result of or in lieu of the exercise of the Secured Party, rights and remedies under, the Loan Documents or Applicable Law.

Section 3. Restrictions on Future Agreements. Except as permitted by the Loan Documents, no Debtor shall enter into any agreement, including without limitation, any license

or royalty agreement, which purports to transfer or assign any interest in any of the Patent Collateral to any Person, except that so long as no Default or Event of Default has occurred and is continuing, the Debtors may enter into license or royalty agreements with respect to the Patent Collateral in the ordinary course of business. No Debtor will take any action or fail to take any action, and will use its best efforts to prevent any action by any Person, which would adversely affect the validity or enforceability of the rights transferred to the Secured Party under this Agreement or the rights associated with any of the Patent Collateral.

Section 4. New Patent Collateral. Each Debtor represents and warrants that Schedule 1 is a true, correct and complete listing of all of the patents and patent applications of such Debtor. If, prior to the termination of this Agreement, any Debtor shall obtain rights to any other patents, patent applications or other property which constitutes or would constitute Patent Collateral, or any Debtor shall register any Patent Collateral or apply to register any Patent Collateral with the United States Patent and Trademark Office which Patent Collateral is not so registered or applied for as of the date hereof, such Debtor shall promptly so notify the Secured Party in writing. Upon such occurrence, such Debtor shall, at the request of the Secured Party and at such Debtor's sole cost and expense, execute and deliver any and all agreements, instruments, documents, and papers as the Secured Party may request to subject such other patent, patent applications or other property to the conditional assignment and security interest effected hereby and/or to perfect such conditional assignment and security interest.

Section 5. Representations. Each Debtor represents and warrants to the Secured Party and the Lenders that:

(a) Each patent and patent application constituting part of the Patent Collateral is subsisting and no such patent or patent application has been adjudged invalid or unenforceable in whole or in part;

(b) To the knowledge of each Debtor, the Patent Collateral (other than any patent application) is (and, to the knowledge of such Debtor, any patent application of such Debtor is) is not invalid or unenforceable and no claim has been made that the use of any of the Patent Collateral infringes upon the rights of any Person;

(c) Each Debtor (i) is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to such Patent Collateral owned by it (other than any patent application), free and clear of any Liens other than Permitted Liens, and (ii) to the knowledge of each Debtor, is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Patent Collateral consisting of any patent application, free and clear of any Liens other than Permitted Liens.

Section 6. Royalties; No Liability. The Secured Party's interest in the Patent Collateral as granted and authorized by each Debtor hereunder shall be coextensive with each Debtor's interest in the Patent Collateral and shall not create any liability for the payment of royalties or other charges from the Secured Party to any Debtor. Notwithstanding any other provision of this Agreement to the contrary, each Debtor expressly acknowledges and agrees that it shall continue to observe and perform all of the conditions and obligations contained in any license agreement

to be observed and performed by it, and that neither this Agreement, nor any action taken pursuant hereto, shall cause the Secured Party to be under any obligation or liability in any respect whatsoever to any party to any license agreement or to any other Person for the observance or performance of any of the representations, warranties, conditions, covenants, agreements or terms therein contained.

Section 7. Right to Inspect. Until the occurrence of an Event of Default, the Secured Party and each Lender shall have the right from time to time, at its own expense, upon reasonable notice and during normal business hours, to enter upon each Debtor's premises and to examine each Debtor's books, records and operations relating to the Patent Collateral. After the occurrence and during the continuance of an Event of Default, each Debtor agrees that the Secured Party, for its individual benefit and for the benefit of the Lenders, shall have the right to take any and all actions to preserve the Patent Collateral and any and all infringements thereon at the expense of each Debtor.

Section 8. Termination of Collateral Assignment and Security Interest. This Agreement is made for collateral security purposes only. Upon the indefeasible payment in full of all of the Obligations, this Agreement shall terminate and the Secured Party shall execute and deliver to each Debtor, at such Debtor's sole cost and expense, all termination statements and other instruments as each Debtor may reasonably request to terminate the Secured Party's security interest in, and conditional assignment of, the Patent Collateral. Any affidavit, certificate or other written statement of any officer of the Secured Party stating that any part of the Obligations remains unpaid or unperformed, shall be and constitute conclusive evidence of the continuing effectiveness of this Agreement and any Person receiving any such affidavit, certificate or statement, may, and is hereby authorized to, rely thereon.

Section 9. Additional Obligations of each Debtor. (a) Each Debtor shall take all reasonable and necessary action to preserve and maintain all of such Debtor's rights in the Patent Collateral, including without limitation, making timely filings with the United States Patent and Trademark Office for renewals and extensions and diligently monitoring unauthorized use of the Patent Collateral except for such filings and other actions, the failure of which to effect would not be reasonably likely to have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by such Debtor.

(b) Each Debtor shall notify the Secured Party promptly if such Debtor knows that any application or registration relating to any Patent Collateral may become abandoned or knows of any material adverse determination or development (including without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding such Debtor's ownership of or the Secured Party's interest in, any Patent Collateral, its right to register the same, or its right to keep and maintain the same.

(c) Each Debtor will at such Debtor's sole cost and expense, take or cause to be taken all necessary steps and actions, including without limitation, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to use its best efforts

to obtain the relevant registration) and to maintain the Patent Collateral, including without limitation, filing of applications for renewal and payment of maintenance fees except for such filings and other actions, the failure of which to effect would not be reasonably likely to have a Material Adverse Effect.

(d) If any of the Patent Collateral is infringed by any Person, such Debtor shall notify the Secured Party promptly after such Debtor learns thereof. At the Secured Party's request if such infringement would be reasonably likely to have a Material Adverse Effect, and at such Debtor's sole cost and expense, such Debtor shall promptly bring any claim for infringement and for recovery of any and all damages for such infringement (with counsel acceptable to the Secured Party, if counsel is necessary), or take such other actions as shall be appropriate under the circumstances to protect such Patent Collateral.

Section 10. Right to Sue. If an Event of Default has occurred and is continuing, the Secured Party shall have the right, but not the obligation, to bring suit in its own name or in the name of such Debtor to enforce any rights pertaining to the Patent Collateral and, if the Secured Party shall commence any such suit, such Debtor shall, at the request of the Secured Party and at the sole cost and expense of such Debtor, cooperate fully to the extent requested by the Secured Party in aid of such enforcement. Each Debtor shall, upon demand, promptly reimburse the Secured Party and any Lender for all reasonable costs and expenses incurred by the Secured Party or any Lender in the exercise of such enforcement (including without limitation, the reasonable fees and expenses of attorneys, paralegals, accountants, and other experts).

Section 11. Exercise of Rights and Remedies upon an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Secured Party may exercise any and all of its rights and remedies under the Credit Agreement, the Security Agreement and the other Loan Documents.

Section 12. Application of Proceeds. All proceeds from each sale of, or other realization upon, all or any part of the Patent Collateral following an Event of Default shall be applied by the Secured Party in the order provided for in the Credit Agreement.

Section 13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under Applicable Law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

Section 14. Rights Cumulative. The rights and remedies of the Secured Party and each Lender under this Agreement, the Credit Agreement, and the other Loan Documents shall be cumulative and not exclusive of any rights or remedies which it otherwise has. In exercising its rights and remedies the Secured Party or any Lender may be selective and no failure or delay by the Secured Party or any Lender in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

Section 15. Secured Party Appointed Attorney-in-Fact. Each Debtor hereby irrevocably appoints the Secured Party as such Debtor's attorney-in-fact, with full authority in the place and stead of each Debtor and in the name of each Debtor or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument or document which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement and to exercise any rights and remedies the Secured Party may have under this Agreement or applicable law, including without limitation, (a) to sign any Debtor's name on all applications, documents, papers and instruments related to the Patent Collateral, or which any Debtor is to provide under Section 4. hereof, (b) to grant or issue any exclusive or non-exclusive license under any of the Patent Collateral or (c) to assign, pledge, convey or otherwise dispose of any of the Patent Collateral; provided, however, the Secured Party may exercise such power of attorney for the purposes described in the preceding clauses (a), (b) and (c) only upon the occurrence and during the continuation of an Event of Default. The power-of-attorney granted hereby shall be irrevocable and coupled with an interest.

Section 16. Binding Effect; Benefits. This Agreement shall be binding upon each Debtor and its successors and assigns, and shall inure to the benefit of the Secured Party, for its individual benefit and for the benefit of the Lenders, and their respective successors and assigns; provided, however, that, except as otherwise permitted hereby, no Debtor shall be permitted to assign any of its rights, powers, duties or obligations under this Agreement or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Patent Collateral, or any part thereof, or any cash or property held by the Secured Party as Patent Collateral under this Agreement, without the prior written consent of the Secured Party and each Lender. Without limiting the generality of the foregoing sentence, the Secured Party and each Lender may assign to one or more Persons, or grant to one or more Persons assignments or participations in or to, all of any part of its rights and obligations under the Credit Agreement (to the extent permitted by the Credit Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to the Secured Party or such Lender herein or otherwise. All references herein to the Secured Party or any Lender shall include any successor thereof. Each Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for any Debtor.

Section 17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

Section 18. Notices. All notices and other communications required or otherwise provided for hereunder shall be given in accordance with the notice provisions of the Credit Agreement or the Guaranty.

Section 19. No Duty. Neither the Secured Party nor any Lender shall be liable for any acts, omissions, errors of judgment or mistakes of fact or law with respect to the Patent Collateral except for those arising out of or in connection with the Secured Party's or such Lender's gross negligence or willful misconduct or to the extent of and in a final, non-appealable judgment by a court of competent jurisdiction or by a binding determination of any arbitral body, as applicable, to have resulted from the bad faith of the Secured Party or any Lender. Without limiting the

generality of the foregoing, neither the Secured Party nor any Lender shall be under any obligation to take any action necessary to preserve rights in the Patent Collateral against any other Persons but may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of each Debtor and shall be added to the Obligations secured hereby.

Section 20. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by any Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by each Debtor, the Secured Party and the Lenders. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 21. Headings. Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Agreement.

Section 22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same instrument.

Section 23. Definitions. (a) For the purposes of this Agreement:

"Obligations" means, individually and collectively:

- (i) all Obligations (as defined in the Credit Agreement);
- (ii) all obligations and indebtedness of each Debtor, owing to the Secured Party and the Lenders of every kind, nature and description, under or with respect to the Credit Agreement, the Guaranty, this Agreement or any of the other Loan Documents, whether direct or indirect, absolute or contingent, due or not due, contractual or tortious, liquidated or unliquidated, and whether or not evidenced by any note;
- (iii) all other obligations and indebtedness owing by any Debtor to the Secured Party or any Lender and all future advances made to any Debtor by the Secured Party or any Lender, however and whenever created, arising or evidenced, whether direct or indirect, through assignment from third parties, whether absolute or contingent, or otherwise, now or hereafter existing, or due or to become due, including, without limitation, obligations under all guaranties; and
- (iv) any and all renewals, modifications, extensions and supplements to any of the foregoing.

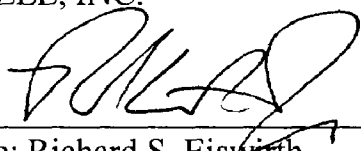
Without limitation of the foregoing, the term "Obligations" shall include any Indebtedness of any Debtor to any other Loan Party which now or hereafter becomes owing to the Secured Party or a Lender as assignee of such other Loan Party pursuant to any of the Loan Documents or otherwise.

(b) Capitalized terms not otherwise defined herein are used herein with the respective meanings given them in the Credit Agreement. Terms not otherwise defined herein or in the Credit Agreement and which are defined in the Uniform Commercial Code as in effect in the State of Georgia, as amended, are used herein with the respective meanings given them therein. References in this Agreement to any document, instrument or agreement (a) shall include all exhibits, schedules and other attachments thereto, (b) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (c) shall mean such document, instrument or agreement or replacement, as amended, modified or supplemented from time to time.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amended and Restated Patent Collateral Assignment and Security Agreement under seal as of the date and year first written above.

NETZEE, INC.

By: 
Name: Richard S. Eiswirth
Title: Chief Financial Officer

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

The foregoing Patent Collateral Assignment and Security Agreement was executed and acknowledged before me as of February 2, 2001, by Richard S. Eiswirth, personally known to me to be the Chief Financial Officer of Netzee, Inc., on behalf of such corporation.


Notary Public

My commission expires: November 8, 2004

(NOTARIAL SEAL)



[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Patent Collateral Assignment and Security Agreement under seal as of the date and year first written above.

BANK SYSTEMS & EQUIPMENT CORP.

By: [Signature]
Name: Richard S. Eiswirth
Title: Chief Financial Officer

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

The foregoing Patent Collateral Assignment and Security Agreement was executed and acknowledged before me as of February 2, 2001, by Richard S. Eiswirth, personally known to me to be the Chief Financial Officer of Bank Systems & Equipment Corp., on behalf of such corporation.



Katherine Lydon
Notary Public

My commission expires: November 8, 2004

(NOTARIAL SEAL)

[Acceptance on Next Page]

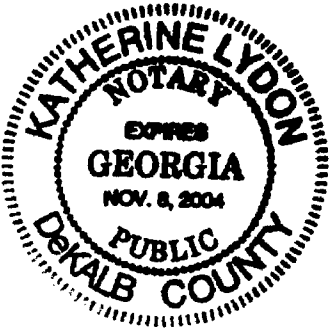
Accepted and agreed to as of the date first written above.

THE INTERCEPT GROUP, INC.,
individually and as Agent

By: Scott R Meyerhoff
Name: _____
Title: _____

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

The foregoing Patent Collateral Assignment and Security Agreement was executed before me as of February 2, 2001, by Scott R Meyerhoff, personally known to me to be the CEO + Secretary of The InterCept Group, Inc., on behalf of such entity.



Katherine Lydon
Notary Public

My commission expires: November 8, 2004

(NOTARIAL SEAL)

SCHEDULE 1

PATENT COLLATERAL

Owner	Patent	Patent or Application Number	Status
Netzee, Inc.	Home Banking System (Personal Branch)	08/636,850	Filed 04/23/96
Netzee, Inc.	Systems and Methods for Financial Modeling	2,287,691	Pending
Netzee, Inc.	Systems & Methods for Financial Modeling	Application No. 09414059	Pending
Bank Systems & Equipment Corp.	Apparatus and method for printing a negotiable instrument in at least two colors.	5,330,275	Issued 7/19/94