

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Intellectual Property Contribution Agreement

CONVEYING PARTY DATA

Name	Execution Date
I4 Commerce Inc.	12/10/2004

RECEIVING PARTY DATA

Name:	I4 Licensing LLC
Street Address:	9690 Deereco Road
Internal Address:	Suite 705
City:	Timonium
State/Country:	MARYLAND
Postal Code:	21093

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	10470223
PCT Number:	US0405444
PCT Number:	US0415423

CORRESPONDENCE DATA

Fax Number: (412)471-4094

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (412) 471-8815

Email: kbaldaufjr@webblaw.com

Correspondent Name: Kent E. Baldauf Jr., Esq.

Address Line 1: Webb Ziesenheim Logsdon Orkin & Hanson

Address Line 2: 700 Koppers Building

Address Line 4: Pittsburgh, PENNSYLVANIA 15219-1818

NAME OF SUBMITTER:

Kent Baldauf

Total Attachments: 11

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PATENT

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INTELLECTUAL PROPERTY CONTRIBUTION AGREEMENT

This Intellectual Property Contribution Agreement ("Agreement") is entered into as of December 10, 2004 ("Effective Date") by and between I4 Commerce Inc., a Delaware corporation ("Parent"), and I4 Licensing LLC, a Delaware limited liability company ("Subsidiary," and together with Parent, the "Parties").

WHEREAS, Chase Manhattan Bank USA, National Association ("Chase") and Parent have entered into that Master Agreement of even date herewith (the "Master Agreement"; capitalized terms not defined herein shall have the meanings ascribed therein), pursuant to which Parent will implement and utilize the BML Intellectual Property with certain Chase Partners for the purpose of originating Chase Accounts and Chase is being granted a license with respect to the BML Intellectual Property (and Parent's related Marks), all in accordance with and subject to the terms of the Master Agreement and the Transaction Related Documents; and

WHEREAS, to minimize the risk that the above licenses will be rejected or otherwise adversely affected by any bankruptcy of Parent, Parent has agreed to form Subsidiary as a Delaware limited liability company, to assign all of its intellectual property relating to the BML Intellectual Property or BML System to Subsidiary (subject to the license herein) and to appoint Chase as the "Special Manager" of the Subsidiary, all in accordance with and subject to the terms of the Limited Liability Company Agreement of Parent LLC of even date herewith;

NOW, THEREFORE, in consideration of the terms and conditions stated herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Current Assignment. Parent hereby assigns to Subsidiary all of Parent's right, title and interest in all rights, priorities and privileges of any kind or nature relating to intellectual property, whether arising under United States, state, multinational or foreign laws or otherwise, including, without limitation, all rights, priorities and privileges relating to (1) (i) software, applications, programs, codes (including source and object code), databases, algorithms, programmer instructions, forms, files, flow charts, diagrams, documentation and related items; (ii) copyrights, works of authorship and copyrightable works; (iii) Marks and the goodwill of the business associated therewith or symbolized thereby; (iv) inventions, patents, patent applications, invention disclosures, discoveries, technology, know-how, processes, techniques, methodologies, ways of doing business, trade secrets, and Confidential Information or proprietary information (collectively, "Intellectual Property"), in each case, relating to the BML Technology or BML System, including any of the foregoing listed on Schedule A hereto (collectively, the "BML Intellectual Property"); (2) registrations, applications, recordings, reissues, divisions, continuations, renewals, extensions or continuations-in-part or similar legal protections for any of the foregoing, and (3) rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, in each case, in existence as of the Effective Date.

2. Future Ownership. The Parties agree that all BML Intellectual Property created, adopted, invented, developed or acquired by or on behalf of Parent after the Effective Date shall be deemed a “work made for hire” in favor of Subsidiary, and that ownership and all rights therein shall initially vest in Subsidiary. To the extent any of such BML Intellectual Property is not deemed a “work made for hire” by operation of law, Parent hereby irrevocably assigns, transfers and conveys to subsidiary, with full title and ownership guarantee and without further consideration, all of its right, title and interest in such BML Intellectual Property. To the extent that any claim is made concerning the existence of moral rights in regard to any BML Intellectual Property, Parent agrees to waive and assign over to Subsidiary all such right, title and interest to the fullest extent permissible by Applicable Law.

3. Third Parties. Parent shall ensure that all subcontractors or other third parties who contribute or have contributed to the creation, adoption, invention, development or acquisition of any current or future BML Intellectual Property take all actions and execute all documents to ensure that Subsidiary secures the ownership rights in Sections 1 and 2.

4. License. Subsidiary hereby grants to Parent a non-exclusive, worldwide, royalty free, perpetual and irrevocable (subject to Section 7) license to use, disclose and otherwise fully exercise and exploit the BML Intellectual Property by any means and for any purpose. Parent may assign or sublicense such license at its discretion, *provided that* Parent is fully liable hereunder for, and hereby guarantees the compliance of any sublicensee or assignee with the terms and conditions hereof.

5. Ownership. Parent acknowledges that Subsidiary is the sole owner of all right, title and interest in and to all current and future BML Intellectual Property, and agrees not to directly or indirectly question, attack, contest or in any other manner impugn the validity and/or enforceability of the BML Intellectual Property or the rights of Subsidiary therein. Notwithstanding the foregoing, in the event that Parent is held to, or becomes the owner of any rights in or to the BML Intellectual Property, Parent hereby assigns all of such rights to Subsidiary. Any and all goodwill arising from the use by Parent of the Marks included in the BML Intellectual Property (the “Licensed Marks”) shall inure solely to the benefit of Subsidiary.

6. Quality Control.

a. Parent agrees to maintain and preserve the quality of the Licensed Marks, and to use them in good faith and in a dignified manner, in a manner consistent with Parent’s current high standards of and reputation for quality, and in accordance with all applicable statutes, laws, rules, regulations and good trademark practice wherever they are used.

b. Upon request by Subsidiary, Parent shall furnish to Subsidiary representative samples of all products, services, product packaging, website content, advertising and promotional materials using the Licensed Marks. Parent shall at no time adopt any version of the Licensed Marks or any word or mark confusingly similar thereto without Subsidiary’s prior written consent.

7. Term. The term of the license in Section 4 commences on the Effective Date and lasts in perpetuity, unless terminated as set forth in the following sentence. Subsidiary may

terminate the license in Section 4 only if Chase, in accordance with the Loan and Security Agreement between Chase and Parent of even date herewith (the "Loan Agreement"), forecloses on the Collateral (as defined in the Loan Agreement) following an Event of Default (as defined in the Loan Agreement), *provided that* if such foreclosure is challenged in good faith, then termination shall not occur until a court of competent jurisdiction issues a final, non-appealable judgment affirming such foreclosure. In the event of termination of the license in Section 4, the provisions of Sections 1-3, 5, 7 (this sentence), 8-10 shall survive such event.

8. **Representations and Warranties.** Parent hereby represents and warrants to Subsidiary that:

(a) **Organization.** Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) **Capacity; Authority; Validity.** Parent has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by it under this Agreement. This Agreement and the consummation by Parent of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Parent, and this Agreement has been duly executed and delivered by Parent, constitutes the valid and binding obligation of Parent and is enforceable in accordance with its terms.

(c) **Conflicts; Defaults.** Neither the execution and delivery of this Agreement by Parent, nor the consummation of the transactions contemplated herein, shall (i) conflict with, result in the breach of, constitute a default under or accelerate the performance required by the terms of any contract, instrument or commitment to which Parent is a party or by which Parent is bound; (ii) violate the certificate of incorporation, bylaws, or any other equivalent organizational document of Parent; or (iii) require any consent or approval under any judgment, order, writ, decree, permit or license to which Parent is a party or by which Parent is bound. Parent is subject to any agreement with any Governmental Authority that would prevent the consummation of this Agreement.

(d) **Litigation.** There is no claim, litigation, proceeding, arbitration, investigation or controversy pending before any Governmental Authority or arbitral or similar forum to which Parent is a party and by which it is bound, that will prevent Parent's compliance with the terms of this Agreement.

(e) **No Consents, Etc.** No consent of any Person (including, without limitation, any stockholder or creditor of Parent) and no consent, license, permit, approval, authorization or exemption by notice of, report to or registration, filing or declaration with, any Governmental Authority is required in connection with the execution or delivery of this Agreement by Parent, the validity of this Agreement with respect to Parent, the enforceability of this Agreement against Parent, the consummation by Parent of the transactions contemplated hereby, or the performance by Parent of its obligations hereunder.

(f) **Non-Infringement.** The BML Intellectual Property does not infringe on, violate or misappropriate any Intellectual Property or any other proprietary right of any Person.

(g) **Destructive Elements.** The BML Intellectual Property shall be tested using industry standard practices to identify any Destructive Elements and shall have all such Destructive Elements removed. "Destructive Elements" means all computer instructions or code (a) intentionally designed to disrupt, disable, alter, damage, interfere, harm, or otherwise access, remove or impede in any manner (including aesthetical disruptions or distortions) the BML Intellectual Property (sometimes referred to as "viruses" or "worms"), (b) that are intended to disable or impair the operation of the BML Intellectual Property based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices), (ii) that would permit Parent or any third party to cause disablement or impairment of any BML Intellectual Property (sometimes referred to as "traps", "access codes" or "trap door" devices), or (iii) which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which is intended to, or which a reasonably skilled programmer or user would know or have reason to know would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations.

9. **Indemnities.**

a. Parent shall indemnify, hold harmless and defend at its expense Subsidiary and its licensees and their Affiliates and, in each case, their respective directors, officers, agents, employees, representatives, successors and assigns (each, an "Indemnified Party"), from and against any and all liabilities, demands, damages, judgments, liens, assertions, awards, fines, obligations, losses, costs and expenses (including reasonable attorneys' fees) of any and every nature or form ("Losses") that result from the claims of third parties (collectively "Claims"), to the extent they relate to or arise in connection with (i) any breach by Parent this Agreement or any representation, warranty, covenant, obligation or agreement herein; or (ii) an infringement or alleged infringement of any Intellectual Property or other rights of a third party by the BML Intellectual Property as contributed to Subsidiary or owned by Subsidiary under Sections 1 or 2 hereunder.

b. With respect to Claims, Parent shall receive notice within ten (10) days after an Indemnified Party receives notice of a Claim, or as soon as practical thereafter. The failure to give prompt notice of a Claim shall not relieve Parent of its obligation to indemnify except to the extent Parent is prejudiced by such failure. Subsidiary agrees that it (i) shall not take any action which may prejudice any defense or increase liability with respect to a Claim; and (ii) Parent may respond to any alleged Claim as it determines appropriate, in its sole and absolute discretion. Subsidiary shall make available all books, records and information related to the Claim and shall render any assistance reasonably necessary to defend against such Claim.

c. In connection with a Party's obligation to defend the other Party against Claims, Parent shall notify Subsidiary within ten (10) days of its employment of counsel, to be selected in Parent's reasonable discretion. Subsidiary shall have the right to employ its own counsel, but the fees and expenses of such counsel shall be at Subsidiary's expense, unless (i) the employment of such counsel shall have been authorized in writing by Parent; or (ii) Parent fails to employ counsel to defend the Claim within ten (10) days of receiving notice of the Claim.

d. Parent shall have the right to compromise and settle any Claim provided that it (i) indemnifies all Indemnified parties against all Claims arising out of or relating thereto, (ii) the lawsuit, claim or proceeding does not seek non-monetary relief, and (iii) no settlement shall impose any obligation on an Indemnified Party or its Affiliates or restrict the operations of an Indemnified Party or its Affiliates' businesses without the prior written consent of Subsidiary. Any settlement or compromise of any Claim in accordance with the preceding sentence, or any final judgment or decree entered with respect to any Claim for which Parent failed to assume the defense, as set forth above, shall be deemed to have been consented to by, and shall be binding upon, Parent.

e. Parent shall be subrogated to any Claims or rights of any Indemnified Party as against any other Person with respect to any amount paid by Parent pursuant to this Section 9.

f. Amounts due to any Indemnified Party under this Section 9 shall be paid within thirty (30) days of Parent's receipt of notice that a Claim subject to this indemnification provision has been paid, and giving reasonable detail of the facts giving rise to the Claim.

10. Miscellaneous.

a. If a Change in Law is applicable to any provision of this Agreement, the Parties will perform such terms to the maximum extent permitted under Applicable Law. If any provision of this Agreement or the application of any such provision is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Applicable Law, the Parties waive any provision of Applicable Law that renders any provision of this Agreement invalid, illegal or unenforceable in any respect. The Parties shall, to the extent lawful and practicable, use their commercially reasonable efforts to enter into arrangements to reinstate the intended benefits, net of the intended burdens, of any such provision held invalid, illegal or unenforceable.

b. No amendment to this Agreement shall be effective unless it shall be in writing and signed by each Party hereto. Any failure of a Party to comply with any obligation, covenant, agreement or condition contained in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument duly executed and delivered by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure of compliance.

c. Section headings of this Agreement are for convenience of reference only and shall not affect its construction or interpretation.

d. This Agreement shall in all respects be governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles of such state. If the Uniform Computer Information Transactions Act ("UCITA") is enacted as part of the law of New York, it shall not govern any aspect of this Agreement, any license granted hereunder, nor any of the Parties' rights and obligations arising pursuant to this

Agreement. This Agreement and the Parties' rights and obligations hereunder shall be governed by the law as it existed prior to the enactment of the UCITA.

e. EACH PARTY TO THIS AGREEMENT WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

f. Each Party to this Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any state or federal court sitting in Manhattan, New York City, and any appellate court from any such court, in any suit, action or proceeding arising out of or relating to preliminary or provisional relief to prevent irreparable harm in accordance with this Agreement, and each Party hereby irrevocably and unconditionally agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in such Manhattan state court or, to the extent permitted by Applicable Law, by removal or otherwise, in such federal court. Each Party to this Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, (i) any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding in any state or federal court sitting in Manhattan, New York City (ii) the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court and (iii) the right to object, with respect to such suit, action or proceeding, that such court does not have jurisdiction over such Party. Each Party to this Agreement irrevocably consents to service of process in the manner provided for the giving of notices under this Agreement. Nothing in this Section 10(f) shall affect the right of any Party to serve process in any other manner permitted by Applicable Law.

g. Each party shall execute such documents and take such actions as the other Party reasonably may request from time to time to evidence and record with all appropriate authorities that all right, title and interest in, to and under the Assigned Intellectual Property resides with Subsidiary, and to further all other intents and purposes of this Agreement.

h. The Parties agree that they are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partners or joint venturers, fiduciaries or any association for profit between Parent and Subsidiary. Neither of the Parties shall take any action to circumvent its obligations under this Agreement or with the primary purpose of depriving the other Party of its rights hereunder.

i. Nothing in this Agreement, whether express or implied, shall give or be construed to give any Person (other than (i) the Parties and their permitted successors and assigns or (ii) Indemnified Parties, who shall be third party beneficiaries of this Agreement and have the right to enforce its terms against Parent for purposes of Section 9) any legal or equitable right, remedy or claim under or in respect of this Agreement, unless such Person is expressly stated in this Agreement to be entitled to any such right, remedy or claim. Otherwise, no third party shall be deemed to be an intended or unintended third party beneficiary of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day
and year first indicated above.

I4 LICENSING LLC

By: *Mat P. Miller*

Title: *Vice Pres. Sat*

I4 COMMERCE INC.

By: *Philip J. Miller*

Title: *Vice Pres. Sat, Process Development*

Intellectual Property Contribution Agreement

SCHEDULE A

Any copyright, patent, domain name or trademark registrations or applications of Parent relating to BML Intellectual Property, including, without limitation, the following:

A. U.S. TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
2,583,715	June 18, 2002	BILL ME LATER
2,647,066	November 5, 2002	BILL ME LATER & Design
2,862,416	July 13, 2004	BUY FAST. FEEL SECURE.

B. PENDING U.S. TRADEMARK APPLICATIONS

<u>Registration No.</u>	<u>Filing Date</u>	<u>Mark</u>
76/282,056	July 9, 2001	BILL ME ON ACCOUNT
76/282,215	July 9, 2001	CHARGE IT
76/416,922	June 3, 2002	I4 COMMERCE
78/501,300	October 18, 2004	BUY FAST. FEEL SECURE PAY LATER.
76/282,052	July 9, 2001	BILL ME
76/282,511	July 9, 2001	BILL ME LATER ON ACCOUNT
76/282,056	July 9, 2001	BILL ME ON ACCOUNT
76/282,523	July 9, 2001	CHARGE ME
76/282,057	July 9, 2001	ELECTRONICALLY BILL ME
76/282,520	July 9, 2001	INVOICE ME
76/282,569	July 9, 2001	IOU

PENDING U.S. TRADEMARK APPLICATIONS (cont.)

76/282,570	July 9, 2001	JUST BILL ME
76/282,519	July 9, 2001	JUST BILL ME LATER
76/282,524	July 9, 2001	PUT IT ON MY TAB
76/282,510	July 9, 2001	SIMPLY BILL ME
76/282,517	July 9, 2001	SIMPLY BILL ME LATER
76/306,275	August 29, 2001	BILL ME IN INSTALLMENTS
76/306,361	August 29, 2001	BILL ME MONTHLY
76/306,356	August 29, 2001	CREATE A BILL
76/306,357	August 29, 2001	CREATE A BILL FOR ME
76/306,360	August 29, 2001	EMAIL ME A BILL
76/306,128	August 28, 2001	PUT IT ON MY BILL
76/306,269	August 28, 2001	MAIL ME A BILL
76/291,057	July 27, 2001	SEND ME A BILL
76/291,059	July 27, 2001	SEND A BILL LATER
78/150,770	August 5, 2002	MY WAY TO PAY
78/150,872	August 5, 2002	PAY CAPTURE
78/150,743	August 5, 2002	PAY MY WAY
78/150,859	August 5, 2002	SIGN AND REVOLVE
78/216,972	February 20, 2003	2 CLICKS TO CREDIT
76/364,351	January 29, 2002	BML
76/537,352	August 1, 2003	BILL ME LATER & Design (check mark)

C. FOREIGN TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
Mexico	701197	May 31, 2001	GOPIN (class 9)
Mexico	642,756	February 23, 2000	GOPIN (class 36)
AU	817,729	January 25, 2001	GOPIN
EU	001372689	November 17, 2000	GOPIN
EU	001608454	November 7, 2001	GOPIN & Design
Canada	TMA 608,264	April 22, 2004	BILL ME LATER
EU	002437745	January 22, 2003	billmelater & Design
EU	001888197	October 4, 2000	PINBUCKS

D. FOREIGN TRADEMARK APPLICATION

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
Canada	1,205,471	February 2, 2004	BILL ME LATER & Design (check mark)
EU	003644572	February 2, 2004	BILL ME LATER & Design (check mark)

E. PENDING PATENT APPLICATIONS

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
AU	2002247093	February 7, 2002	"Method and System for Completing a Transaction Between a Customer and a Merchant"
Canada	2,437,507	February 7, 2002	"Method and System for Completing a Transaction Between a Customer and a Merchant"
EU	02714853.5	February 7, 2002	"Method and System for Completing a Transaction Between a Customer and a Merchant"
India	729/MUMNP/	February 7, 2002	"Method and System for 2003 Completing a Transaction Between a Customer and a Merchant"
US	10/470,223	July 23, 2003	"Method and System for Completing a Transaction Between a Customer and a Merchant"
WIPO	PCT/US2004/005444	February 23, 2004	"Computer-Implemented Method, System and Apparatus for the Dynamic Verification of a Consumer Engaged in a Transaction with a Merchant and Authorization of the Transaction"
WIPO	PCT/US2004/015423	May 18, 2004	"Method, System and Apparatus for Providing a Variable Credit Account to a Consumer"