

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANEXSYS, LLC	03/31/2005
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Name:	U.S. Bancorp Licensing, Inc.
Street Address:	800 Nicollet Mall
Internal Address:	BC-MN-H21N
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10708004
CORRESPONDENCE DATA	
Fax Number:	(202)346-4999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-346-4294
Email:	CLI@GOODWINPROCTER.COM
Correspondent Name:	CE LI
Address Line 1:	901 NEW YORK AVE. NW
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	JPC-056 (47004.00442)

CH \$40.00 10708004

PATENT

500814285

REEL: 022434 FRAME: 0512

NAME OF SUBMITTER:

CE LI

Total Attachments: 12

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EXECUTION COPY

THIS DISSOLUTION AGREEMENT (this "Agreement") is dated as of March 31, 2005, by and among Anexsys, LLC, an Illinois limited liability company (the "Company"), Anexsys Holdings, Inc., a Delaware corporation ("AHI"), Anexsys Holdings of Missouri, Inc., a Missouri corporation ("AHM" and, together with AHI, collectively, the "Members" and each, individually, a "Member"), U.S. Bank National Association, a national banking association and Affiliate of AHM ("USBNA"), and JPMorgan Chase Bank, N.A., a national association and Affiliate of AHI ("JPMC").

RECITALS

WHEREAS, the Members are parties to the Second Amended and Restated Operating Agreement of the Company dated as of October 5, 1999 (the "Operating Agreement"); and

WHEREAS, inasmuch as the purpose for which the Company was founded has ceased, the Members desire to terminate and dissolve the Company;

NOW, THEREFORE, in consideration of and premised upon the various representations, warranties, covenants and other agreements and undertakings of the Parties contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 **Definitions.** For all purposes in this Agreement, the following terms shall have the respective meanings set forth in this Section 1.1 (such definitions to be equally applicable to both the singular and plural forms of the terms herein defined):

"Accountant" has the meaning set forth in Section 3.6(b)(ii).

"Act" means 805 ILCS 180, et.seq., the Illinois Limited Liability Company Act as amended from time to time.

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person; provided, however that when used in Schedule 2.2(d), "Affiliate" shall also include, with respect to any Person, any other Person with whom such Person shares a common equity interest holder of at least twenty percent (20%), which equity interest need not constitute control.

"Applicable Law" means any applicable statute, whether Federal, state, foreign or local, any treaty, any other law, rule or regulation or formal interpretive letter of any governmental authority, any applicable common law and any order, decree, injunction, judgment, ruling, or writ of any governmental authority, or award of any arbitrator applicable in the United States of America or any other country.

"AHI Assumed Contracts" means those contracts listed in Schedule 1.1(a).

"AHM Assumed Contracts" means those contracts listed in Schedule 1.1(b).

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in the State of New York are generally closed for regular banking business.

“Capital Account” means, as set forth in the Operating Agreement, the account established and maintained for each Member in accordance with the Operating Agreement and applicable regulations issued from time to time by the United States Treasury Department under the Internal Revenue Code.

“Claims” has the meaning set forth in Section 6.1 of this Agreement.

“Closing” has the meaning set forth in Section 3.2 of this Agreement.

“Closing Date” has the meaning set forth in Section 3.2 of this Agreement.

“Code” means the Internal Revenue Code of 1986 as amended from time to time.

“Company Receivables” has the meaning set forth in Section 4.3(b).

“Cut-Off Date” means 15 calendar days prior to the Final Distribution Date.

“Dispute Notice” has the meaning set forth in Section 3.6(b)(ii).

“Distributed AHI Assets” means the assets listed on Schedule 1.1(a).

“Distributed AHM Assets” means the assets listed on Schedule 1.1(b).

“EFTPS” means the Electronic Federal Tax Payment System, a portion of which was managed and supervised by the Company.

“Existing WebQA Agreement” has the meaning set forth in Section 11.10.

“Final Distribution Date” means any date agreed to prior to, but no later than, the 185th day after the date on which the last notice is given regarding known claims under Section 180/25-45 of the Act (which the Parties currently expect to be on or about October 3, 2005), which date shall be mutually agreed to by the Members no later than fifteen (15) Business Days in advance thereof.

“Final Statement” has the meaning set forth in Section 3.6(b)(ii) of this Agreement.

“FMS Termination Payments” means all amounts paid by Financial Management Service to the Company or any Members or their Affiliates in relation to the providing of EFTPS services (or winding down of such services).

“General Manager” has the meaning set forth in the Operating Agreement.

“Indemnified Party” has the meaning set forth in Section 6.5(a).

“Indemnifying Party” has the meaning set forth in Section 6.5(a).

“Initial AHI Cash Distribution” shall mean the amount of \$47,323,923, which is calculated as shown in Schedule 3.4.

“Initial AHM Cash Distribution” shall mean the amount of \$27,289,110, which is calculated as shown in Schedule 3.4.

“Lease” means the real estate lease for that space commonly known as 300 South Riverside Plaza, Chicago, Illinois, 4th Floor.

"Litigation Notice" has the meaning set forth in Section 15.4(c) of this Agreement.

"Members" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Operating Agreement" shall have the meaning set forth in the Recitals.

"Parties" means, collectively, the Company, AHI, AHM, USBNA and JPMC and each, individually, is a "Party."

"Percentage Interests" means the percentage interests in the capital, profits and losses of the Company of each of the Members, which, with respect to AHI is 64% and with respect to AHM is 36%.

"Person" means any individual, corporation, company, limited liability company, partnership (limited or general), joint venture, association, trust, government, governmental agency or other entity.

"Post-Closing Proceeds" means the sum of (a) any proceeds received by the Company in connection with the liquidation of any of the Company's assets, (b) the FMS Termination Payments (c) any remaining portion of the Reserve and (d) any other amounts collected or received by or for the benefit of the Company after the Closing Date.

"Post-Closing Unassumed Claim" has the meaning set forth in Section 6.6(a) of this Agreement.

"Post-Closing Deliveries" has the meaning set forth in Section 2.3 of this Agreement.

"Pre-Closing Distributions" has the meaning set forth in Section 2.1 of this Agreement.

"Preliminary Statement" has the meaning set forth in Section 3.6(b)(i) of this Agreement.

"Recipient Affiliate" has the meaning set forth in Section 2.1(b) of this Agreement.

"Retained Assets" has the meaning set forth in Section 4.2 of this Agreement.

"Reserve" has the meaning set forth in Section 6.6(a) of this Agreement.

"Shared Intellectual Property" has the meaning set forth in Section 2.1(c) of this Agreement.

"Software" has the meaning set forth in Section 2.1(d) of this Agreement.

"Transition Services Agreement" has the meaning set forth in Section 11.5 of this Agreement.

ARTICLE II

TREATMENT OF ASSETS PRIOR TO CLOSING

Section 2.1 **Distribution of Assets Prior to Closing.**

(a) Prior to the Business Day prior to the Closing Date, the Company has distributed certain Distributed AHI Assets to AHI and certain Distributed AHM Assets to AHM. The Company is deemed to have made each such distribution on the date the applicable Member took possession and control of the asset so distributed to such Member. All Distributed AHI Assets and Distributed AHM Assets that were not distributed on or before the Business Day prior to the Closing Date shall be deemed to have been distributed to, and possession and control taken

by, the applicable Member on the Business Day prior to the Closing Date (whether or not such Member requested its distribution). Notwithstanding the foregoing, all Shared Intellectual Property shall be distributed, and possession and control thereof shall be deemed transferred, effective as of the Business Day prior to the Closing Date under and subject to Section 2.2(d). Each asset distributed as described in this Section 2.1(a), including the Shared Intellectual Property, is a "Pre-Closing Distribution" and, in the aggregate, the "Pre-Closing Distributions." (For purposes of clarity, the Parties hereby intend that a Member takes possession and control of a Pre-Closing Distribution that is a contract at the time when such Member begins to perform the Company's obligations thereunder, but in no case no later than the Business Day prior to the Closing Date.)

(b) A Member may at its option direct (or, at the option of such Member, be deemed to have directed) the Company to transfer, convey and assign any Pre-Closing Distribution to an Affiliate of such Member in substitution for such Member (*i.e.*, in lieu of having title pass through, or the assumption of liabilities be made directly by, such Member); provided, however, that among the Parties, and for purposes of this Agreement (including Article VI), the Operating Agreement and the Capital Accounts, such Pre-Closing Distribution and the related rights and obligations hereunder shall be treated as though such Pre-Closing Distribution was distributed to, possession and control was taken by, and any required assumption of liabilities or obligations relating thereto was made by such Member. Such an Affiliate that receives a Pre-Closing Distribution under this Section is a "Recipient Affiliate".

(c) Intellectual property of the Company listed on both Schedule 1.1(a) and 1.1(b) is referred to collectively as "Shared Intellectual Property." "Shared Intellectual Property" is also defined to include the Company's divided or undivided interest in the following patent applications, and includes any rights of the Company in any continuations, continuations-in-part, divisionals, corresponding foreign applications (international, regional or national), reexaminations and reissues, and further including any trade secrets and know-how specifically associated with the following:

(i) (1) "Payment Waterfall": U.S. Pat. App. Ser. No. 10/960,012, filed 10/8/04, entitled "System and Method for Waterfall Prioritized Payment Processing" based on U.S. Prov. App. Ser. No. 60/517,702, filed 10/31/2003;

(ii) (2) "Card Not Present": U.S. Pat. App. Ser. No. 10/975,465, entitled "System and Method for Conversion of Initial Transaction to Final Transaction," filed 10/29/04, based on U.S. Prov. App. Serial No. 60/517,402, filed 11/06/03; and

(iii) (3) "Secure System": U.S. Pat. App. Ser. No. 10/708,004, entitled "Secure Network System and Associated Method of Use", filed 2/4/04, based on U.S. Prov. App. Ser. No. 60/481,380, entitled "Secure Network System and Associated Method of Use," filed 9/15/2003, including the PCT international application filed for this invention.

Each Member (or, if applicable under Section 2.1(b), a Recipient Affiliate of such Member) shall receive joint ownership of such Shared Intellectual Property under and subject to Section 2.2.

(d) The Shared Intellectual Property is being distributed to each Member (or transferred, conveyed and assigned to a Recipient Affiliate) as of the Business Day prior to the Closing Date, but the foregoing may occur before the Company's need to use certain software and documentation embodying Shared Intellectual Property (the "Software") has ended; therefore,

each Member (on behalf of itself and any Recipient Affiliate) hereby grants to the Company a personal, non-exclusive, non-transferable, limited license to continue using the Software only for performing the Company's existing obligations under the terms of contracts to which the Company is a party on the date hereof (without the right to sublicense, assign or otherwise convey any of the Software). For each item of the Software, such license shall automatically terminate with respect to such item at the time the Company is no longer so obligated under any such contract for which the use of such item is required. The Company shall destroy each item of the Software when such use of such item has ended.

Section 2.2 Transfer of Title.

(a) Except as and to the extent stated otherwise in Section 2.1(c) and 2.2(d) and Schedule 2.2(d), upon distribution of a Pre-Closing Distribution, the receiving Member (or its Recipient Affiliate) shall accept (or, if applicable, shall be deemed to have accepted), without recourse, all of the Company's right, title, obligations and interest in and to such Pre-Closing Distribution and the Company shall be relieved of any and all rights, duties, obligations and liabilities thereto (except to the extent expressly stated herein or the Transition Services Agreement).

(b) Except as and to the extent stated otherwise in Section 2.1(c) and 2.2(d) and Schedule 2.2(d), as of the time of such distribution of a Pre-Closing Distribution (i) the Company shall automatically without further action being required by any Person be deemed to, and hereby does, transfer, convey and assign all of its right, title, obligations and interest (including any and all goodwill associated with any and all tradenames, trademarks, servicenames and servicemarks) in such Pre-Closing Distribution to such Member (or such Recipient Affiliate) and (ii) such Member (or such Member on behalf of such Recipient Affiliate) shall automatically without further action being required by any Person be deemed to, and hereby does, assume and agree to pay, perform and satisfy fully when due all of the liabilities and obligations of the Company regarding such Pre-Closing Distribution (whether arising before, on or after the time of such distribution). Such clause (ii) shall not be deemed to cause a Member (or such Recipient Affiliate) to become obligated regarding a contract distributed to the other Member (or its Recipient Affiliate). At the time of such distribution of such Pre-Closing Distribution, risk of loss regarding such Pre-Closing Distribution shall belong to the Member receiving such Pre-Closing Distribution (or such Recipient Affiliate).

(c) In order to carry out the intent of this Agreement to provide each Member (or its applicable Recipient Affiliate) an undivided one-half interest in the Shared Intellectual Property, AHI hereby represents, covenants and agrees that it has caused, effective on or before the Business Day prior to the Closing Date, Chase Bank USA, N.A., the successor to Bank One, Delaware, N.A. which was an assignee of rights in the "Payment Waterfall" invention identified above in Section 2.1(c), to assign such rights in their entirety, along with all other right, title and interest in and to such invention, to the Company in order to permit and effect the transaction in paragraph (d) immediately below. To the extent that either AHI or AHM (or any of its respective Affiliates) has any other right, title or interest or a claim to any other right, title or interest in or to the Shared Intellectual Property, each of AHI and AHM hereby assigns (each on behalf of itself and its Affiliates) such right, title and interest and claims to such right, title and interest in their entirety to the Company to permit the transaction in paragraph (d) immediately below.

(d) The Company hereby transfers, conveys and assigns to each Member (or its applicable Recipient Affiliate), effective as of the Business Day prior to the Closing Date:

(i) an undivided one-half interest in all of the Company's right, title, obligations and interest in the Shared Intellectual Property so as to provide each Member (or such Recipient Affiliate) a joint ownership interest in the Shared Intellectual Property; (ii) sole ownership of all tangible copies transferred to such Member (or such Recipient Affiliate) of any Shared Intellectual Property that is software (and tangible copies of its related documentation); and (iii) an undivided one-half interest in all causes of action, rights and remedies arising under any Shared Intellectual Property prior to or after the date hereof; provided, however, that the ownership of Shared Intellectual Property (including if at any time owned by any successor), along with the associated rights and obligations, shall be governed by and subject to the terms applying thereto in Schedule 2.2(d).

(e) Notwithstanding the foregoing, all amounts owed to the Company from any party to a contract that is Pre-Closing Distribution, to the extent (but only to the extent) related to the period prior to the distribution of such contract, shall remain assets of the Company and, when collected, shall be distributed to the Members as otherwise described herein in accordance with Article III.

Section 2.3 **Delivery of Assets Post-Closing.** Notwithstanding anything herein to the contrary, the Parties acknowledge that certain Distributed AHM Assets identified on Schedule 1.1(b) shall be physically delivered after the Closing Date, but in no event later than May 31, 2005. Each Distributed AHM Asset described in this Section 2.3 is a "Post-Closing Delivery" and, in the aggregate, the "Post-Closing Deliveries."

ARTICLE III

DISSOLUTION, CLOSING; RELATED MATTERS

Section 3.1 **Agreement to Dissolve the Company; Operating Agreement.**

(a) Pursuant to Section 11.1(c) of the Operating Agreement, subject to the terms, provisions and conditions set forth herein, the Members hereby agree to dissolve the Company. The dissolution shall be carried out in accordance with the terms and provisions of this Agreement, the Operating Agreement and the Act in such decreasing order of precedence. For purposes of the Act, this Agreement serves as a supplement to, and is a part of, the Operating Agreement. This Agreement shall be read together with the Operating Agreement and to the extent that the terms and provisions hereof are different than any terms or provisions of the Operating Agreement, the terms and provisions of this Agreement shall prevail and such terms and provisions of the Operating Agreement shall be amended by this Agreement (with the remainder of the Operating Agreement remaining in full force and effect pursuant to its terms).

(b) Until the completion of the winding up of the Company's business, each Member and the Company shall keep each other of them reasonably informed regarding the process of dissolving and winding up the Company's business. The foregoing shall include giving legal counsel for each Member a reasonable opportunity to review and revise any notice to or material communication with any third party prior to the giving of or making such notice or communication and promptly providing to legal counsel for each Member a copy of any material communication received from any third party (in each case including any notice or communication relating to any action contemplated in Section 5.1); provided, however, that any such revisions made pursuant to this subsection will be subject to the agreement of the drafting party, such agreement not to be unreasonably withheld.

Pages 7-20 redacted

If to AHI or JPMC:

JPMorgan Chase & Co.
Treasury & Security Services
1 Chase Manhattan Plaza, 10th Floor
Mail Code NY1-A210
New York, New York 10081
Attn: Paul H. Simpson
Fax: 212-552-1327

With copies to:

JPMorgan Chase & Co.
Law, Compliance and Government Relations Department
10 S. Dearborn, 11th Floor
Mail Code IL1-0292
Chicago, Illinois 60615
Attn: Elisa L. Mangual, Esq.
Fax: 312-732-3596

If to AHM or USBNA:

U.S. Bank
777 E. Wisconsin 3rd Floor
Milwaukee, Wisconsin 53202
Attn: Tim Somers
Fax: 414-765-5667

With copies to:

U.S. Bank
U.S. Bancorp Center
BC-MN-H210
800 Nicollet Mall
Minneapolis, Minnesota 55402
Attn: Laura Bednarski, Esq.
Fax: 612-303-7881

If to the Company:

Anexsys, LLC
300 S. Riverside Plaza, 4th Floor
Chicago, Illinois 60670
Attn: General Manager
Fax: 312-441-4099

With copies to:

each other Party not giving such notice or communication to the Company (at the applicable addresses for such Party under this Section.)

Section 15.7 **Binding Effect, Persons Benefiting; No Assignment.** Nothing in this Agreement is intended or shall be construed to confer upon any Person other than the Parties hereto and their respective successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any part hereof. No Party may, without the prior written consent of the other Parties, assign or otherwise transfer this Agreement or any rights or obligations hereunder to any Person other than any of its Affiliates. Any attempted assignment or transfer of this Agreement or any right or obligation hereunder in violation of this Section is void. Subject to the preceding sentence, this Agreement will be binding upon, and inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

Section 15.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement and each of which may be delivered by facsimile transmission.

Section 15.9 **Survival.** All representations, warranties, certifications, covenants and agreements contained herein or in any document executed and delivered pursuant hereto, and all associated rights to indemnification, shall survive the execution and delivery of this Agreement and Closing, and shall continue in full force thereafter, subject to any limitation expressly stated by their respective terms.

{Signature Page Follows}

IN WITNESS WHEREOF, the Parties hereto have caused this Dissolution Agreement to be duly executed by their respective authorized representatives, all as of the day and year first above written.

ANEXSYS HOLDINGS, INC.

By: [Signature]
Name: Paul H. Simpson
Title: Director

ANEXSYS HOLDINGS OF MISSOURI, INC.

By: _____
Name: _____
Title: _____

ANEXSYS, LLC

By: [Signature]
Name: Stanley J. Dietz
Title: General Manager

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, N.A.

By: [Signature]
Name: Paul H. Simpson
Title: Sec. Vice President

Dissolution Agreement

S-1

IN WITNESS WHEREOF, the Parties hereto have caused this Dissolution Agreement to be duly executed by their respective authorized representatives, all as of the day and year first above written.

ANEXSYS HOLDINGS, INC.

By: _____
Name: _____
Title: _____

ANEXSYS HOLDINGS OF MISSOURI, INC.

By: *Dennis Battles*
Name: Dennis Battles
Title: President

ANEXSYS, LLC

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION

By: *Dennis Battles*
Name: Dennis Battles
Title: Executive Vice President

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

U.S. Bank National Association Annex to Dissolution Agreement of Anexsys, LLC

Whereas, on March 31, 2005, a Dissolution Agreement was entered into among Anexsys, LLC (referred to as "Anexsys"); Anexys Holdings, Inc. (referred to as "AHI," and which is an affiliate of JPMorgan Chase Bank, N.A.); JPMorgan Chase Bank, N.A., Anexsys Holdings of Missouri, Inc. (referred to as "AHM," and which is an affiliate of U.S. Bank National Association); and U.S. Bank National Association;


Whereas, the Dissolution Agreement provides under §§ 2.1(a) and 2.1(b) that the assets of Anexsys would be distributed to member AHI or a designated Recipient Affiliate of AHI, and to member AHM or a designated Recipient Affiliate of AHM;

Whereas the Dissolution Agreement further provides under §§ 2.1(c) and 2.1(d) that Shared Intellectual Property, including but not limited to all rights to and under the patent applications entitled "Payment Waterfall" (Ser. No. 10/960,012), "Card Not Present" (Ser. No. 10/975,465), and "Secure System" (Ser. No. 10/708,004) would be assigned jointly with a one-half undivided interest going to AHI or its designated Recipient Affiliate and a one-half undivided interest going to AHM or its designated Recipient Affiliate;

NOW, THEREFORE, AHM and U.S. Bank National Association hereby confirm and certify that, effective as of the March 31, 2005, execution date of the Dissolution Agreement, AHM's designated Recipient Affiliate and, thus, the assignee of AHM's one-half interest in the Shared Intellectual Property, was:

U.S. Bancorp Licensing, Inc.
800 Nicollet Mall, BC-MN-H21N
Minneapolis, Minnesota 55402

U.S.BANK NATIONAL ASSOCIATION



By: Dennis O. Battles
Title: Executive Vice President

ANEXSYS HOLDINGS OF MISSOURI, INC.



By: Dennis O. Battles
Title: President

May 23, 2006
Date

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