

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6682478

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
DERIVION CORPORATION			07/06/2001
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	METAVANTE CORPORATION		
<b>Street Address:</b>	4900 W. BROWN DEER ROAD		
<b>City:</b>	MILWAUKEE		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53223-9004		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	8533079		
<b>Application Number:</b>	13963781		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-4400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2024084000		
<b>Email:</b>	wanda.whittington@finnegan.com		
<b>Correspondent Name:</b>	FINNEGAN HENDERSON LLP		
<b>Address Line 1:</b>	901 NEW YORK AVENUE NORTHWEST		
<b>Address Line 2:</b>	FINNEGAN		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20001		
<b>ATTORNEY DOCKET NUMBER:</b>	11360.0184-01;0184-02		
<b>NAME OF SUBMITTER:</b>	WANDA WHITTINGTON		
<b>SIGNATURE:</b>	/WANDA WHITTINGTON/		
<b>DATE SIGNED:</b>	04/28/2021		
<b>Total Attachments: 8</b>			
source=11360.0184 - Derivion to Metavante#page2.tif			
source=11360.0184 - Derivion to Metavante#page3.tif			
source=11360.0184 - Derivion to Metavante#page4.tif			
source=11360.0184 - Derivion to Metavante#page5.tif			

source=11360.0184 - Derivion to Metavante#page6.tif

source=11360.0184 - Derivion to Metavante#page7.tif

source=11360.0184 - Derivion to Metavante#page8.tif

source=11360.0184 - Derivion to Metavante#page9.tif

ASSIGNMENT OF PATENTS  
FROM  
DERIVION CORPORATION  
TO  
METAVANTE CORPORATION

JUNE 1, 2001

# TABLE OF CONTENTS

		<u>Page</u>
	Recitals	1
Section 1	Definition	1
Section 2	Assignment of the Assigned Patents	2
Section 3	Assignment of Accrued Enforcement Rights	2
Section 4	Representations and Disclaimers	2
Section 5	General Provisions	3
	Execution Page	5
Appendix A	List of the Assigned Patents	6

## ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (hereinafter referred to as the "Assignment") is made as of the 1st day of June, 2001 (hereinafter referred to as the "Effective Date"), by and between DERIVION CORPORATION, a Georgia Corporation having its principal place of business at 730 Peachtree Street, Suite 1100, Atlanta, Georgia 30308 (hereinafter referred to as "ASSIGNOR") and METAVANTE CORPORATION, a Wisconsin Corporation having its principal office at 4900 W. Brown Deer Road, Brown Deer, WI 53224-9004 (hereinafter referred to as "ASSIGNEE").

### RECITALS

A. ASSIGNOR is the assignee of certain patents and/or patent applications (referred to as "the Patents").

B. ASSIGNOR's business is being acquired by ASSIGNEE by merging ASSIGNOR into a subsidiary of ASSIGNEE pursuant to other agreements previously executed, the Patents being associated with the acquired business.

C. ASSIGNEE desires by execution of this Assignment to obtain an assignment of all of ASSIGNOR's rights, title, and interest in and to the Patents from ASSIGNOR, and ASSIGNOR desires by execution of this Assignment to grant an assignment of all of its rights, title, and interest in and to the Patents to ASSIGNEE.

### AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, ASSIGNOR and ASSIGNEE mutually agree as follows:

1. Definition. As used herein, the following term shall have the meanings set forth below:

1.1 Assigned Patents. The term "Assigned Patents" shall mean those patents and/or patent applications listed in Appendix A attached hereto and made a part hereof, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue, or reexamination of any Assigned Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model, or other United States or foreign patent.

2. Assignment of the Assigned Patents. Subject to the terms, conditions, and limitations set forth herein, ASSIGNOR hereby assigns and transfers to ASSIGNEE, its successors, and assigns ASSIGNOR's entire rights, title, and interest in and to the Assigned Patents. The assignment of the Assigned Patents granted by ASSIGNOR to ASSIGNEE in this Agreement is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.

3. Assignment of Accrued Enforcement Rights. ASSIGNOR hereby assigns and transfers to ASSIGNEE any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

4. Representations and Disclaimers.

4.1 Incorporation. Each party represents and warrants that it is a corporation or a limited liability company, as applicable, which is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration and has the full corporate power and authority to enter into this Assignment and perform its agreements and covenants to be performed hereunder.

4.2 Authority. Each party represents and warrants that the execution and delivery of this Assignment by it and the performance by it of its covenants and agreements hereunder have been duly authorized by all necessary corporate action and, when executed and delivered by it, this Assignment shall constitute the valid and legally binding agreement of it, enforceable against it in accordance with its terms.

4.3 Conflicts. Each party represents and warrants that neither the execution and delivery of this Assignment nor the consummation or performance by it of the transactions contemplated herein will violate any provision of its certificate of incorporation or by-laws or any law, rule, regulation, writ, judgment, injunction, decree, determination, award, or other order of any court, government or governmental agency or instrumentality, domestic or foreign, or conflict with or result in any breach of any of the terms of or the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature pursuant to the terms of, any contract or agreement to which it is a party or by which it, or any of its assets and properties, is bound.

4.5 Disclaimers. Nothing contained in this Assignment shall be construed as:

(a) A warranty or representation by ASSIGNOR as to the validity, scope, or enforceability of any patent(s) resulting from the Assigned Patents; or

(b) A warranty or representation by ASSIGNOR that anything made, used, sold, or otherwise disposed of under any right granted in this Assignment is or will be free from infringement of patents of third parties; or

(c) Granting by implication, estoppel, or otherwise, any licenses or rights under patents other than by ASSIGNOR under the Assigned Patents; or

(d) A representation, warranty, or extension of warranties of any kind, expressed or implied, or an assumption of responsibility by ASSIGNOR with respect to the use, sale, or other disposition by ASSIGNEE or its representatives, distributors, or users of products incorporating or made by use of the Assigned Patents.

## 5. General Provisions.

5.1 Merger and Integration. This Assignment represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

5.2 Severability. It is expressly agreed that if any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

5.3 No Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not affect the right of any party to require full performance thereafter; a waiver by any party of a breach of any provision of this Agreement shall not constitute a modification of this Agreement or prevent that party from again enforcing such term or condition in the future with respect to subsequent events.

5.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of assignor and assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

5.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

5.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.7 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

5.8 Force Majeure. The parties agree that neither shall be deemed in default of its obligations under this Assignment to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a party believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that party shall promptly notify the other party of such fact in writing.

5.9 Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Wisconsin, USA.



IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.


**DERIVION CORPORATION**

By:   
Dushyant Sharma

Title: Chief Technology Officer

Date: July 6, 2001

**METAVANTE CORPORATION**

By:   
Scott Dryburgh

Title: Vice President

Date: 7-5-01

## APPENDIX A

### LIST OF THE ASSIGNED PATENTS

#### Issued Patents

	PATENT TITLE	COUNTRY	PAT. NO.	PAT. DATE
	None			

#### Patent Applications

	PATENT TITLE	COUNTRY	APP. NO.	APP. DATE
1.	Integrated Systems for Electronic Bill Presentment and Payment (Provisional Patent Application)	U.S.A.	60/175,753	January 12, 2000
2.	Integrated Systems for Electronic Bill Presentment and Payment	U.S.A.	09/751,265	December 29, 2000
3.	Integrated Systems for Electronic Bill Presentment and Payment	PCT	PCT/US00/35561	December 29, 2000
4.	Electronic Bill Presentment and Payment Systems and Processes	U.S.A.	09/543,938	April 6, 2000
5.	Electronic Bill Presentment and Payment Systems and Processes	PCT	PCT/US01/10138	March 29, 2001