

09-24-2002

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U.S. DEPARTMENT OF COMMERCE U.S. 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):

Atlantic Richfield Company

- Individual(s) Association General Partnership Limited Partnership Corporation-State - Delaware Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Amended and Reinstated Intellectual Property Transfer and License Agreement

Execution Date: August 9, 2002

2. Name and address of receiving party(ies)

Name: Paypoint Electronic Payment Systems, Inc.

Internal Address: SEP 18 7

Street Address: 221 South Figueroa Street

City: Los Angeles State: CA Zip: 90012-2552

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2058152 2082100 2118274

Additional number(s) attached Yes No

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

Name: Elisabeth A. Langworthy, Esq.

Internal Address:

09/23/2002 GTDN11 00000090 2058152

01 FC: 461 40.00 OP 02 FC: 462 50.00 OP

Street Address: 1275 Pennsylvania Avenue, N.W.

City: Washington State: DC Zip: 20004

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

19-5029

(Attach duplicate copy of this page if paying by deposit account)

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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.

Elisabeth A. Langworthy

Name of Person Signing

Signature

September 18, 2002

Date

13

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

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

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PAYPOINT

**AMENDED AND RESTATED INTELLECTUAL PROPERTY TRANSFER
AND LICENSE AGREEMENT**

between

THE ATLANTIC RICHFIELD COMPANY

and

PAYPOINT ELECTRONIC PAYMENT SYSTEMS, INC.

Effective August 9, 2002

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY TRANSFER
AND LICENSE AGREEMENT**

This Amended and Restated Intellectual Property Transfer and License Agreement ("Agreement"), effective August 9, 2002, is between The Atlantic Richfield Company, a Delaware corporation with an office at 801 Warrenville Road, Lisle, Illinois 60532 ("ARCO"), and Paypoint Electronic Payment Systems, Inc. a Delaware corporation with an office at 221 South Figueroa Street, Los Angeles, CA 90012-2552 ("PAYPOINT"). This Agreement amends and restates the Intellectual Property Transfer and License Agreement by and between ARCO and PAYPOINT effective May 28, 2002.

ARCO owns certain information ("Owned Information" as defined herein), patent rights ("Owned Patent Rights" as defined herein) and trademarks ("Owned Trademarks" as defined herein) which are used or useful in PAYPOINT's business;

ARCO's affiliate, BP West Coast Products, LLC, a Delaware limited liability company ("BP"), PAYPOINT and SY Holdings, Inc., a Delaware corporation and wholly owned subsidiary of First Data Corporation, a Delaware corporation, have entered into that certain Stock Purchase Agreement dated as of July 3, 2002 (the "Stock Purchase Agreement"), pursuant to which BP has agreed to sell to SY Holdings, Inc. all of the issued and outstanding shares of PAYPOINT; and

PAYPOINT desires to obtain and ARCO is willing to assign to PAYPOINT Owned Patent Rights and Owned Trademarks, and PAYPOINT is willing to accept such assignment of Owned Patent Rights and Owned Trademarks; and

PAYPOINT also desires to obtain and ARCO is willing to grant to PAYPOINT a non-exclusive license for Owned Information and Copyrighted Material, and PAYPOINT is willing to accept such license of Owned Information and Copyrighted Material.

In consideration of the mutual covenants and obligations hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

**SECTION 1
DEFINITIONS**

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- 1.1 "Effective Date" will mean August 9, 2002.
- 1.2 "Owned Patent Rights" will mean all unexpired patents identified in Attachment A.
- 1.3 "Owned Trademarks" will mean all trademarks identified in Attachment B.
- 1.4 "Owned Information" will mean all business and technical information owned by ARCO (including designs, drawings, flowcharts, blueprints, videos, plans, software, specifications, manuals, technology and know-how) that is necessary for the operation of PAYPOINT's business.
- 1.5 "Copyrighted Material" will mean Owned Information of a written, graphic or pictorial character (including designs, drawings, flow charts, blueprints, videos, plans, software, specifications and manuals).

SECTION 2

GRANTS FROM ARCO

- 2.1 Subject to the terms and conditions herein, ARCO assigns and transfers Owned Patent Rights to PAYPOINT, and PAYPOINT accepts such assignment and transfer of Owned Patent Rights.
- 2.2 Subject to the terms and conditions herein, ARCO assigns and transfers to PAYPOINT Owned Trademarks together with the goodwill of the business in connection with which the Owned Trademarks is used and which is symbolized by the Owned Trademarks, along with the right to recover for damages and profits for past infringement thereof, and PAYPOINT accepts such assignment and transfer of Owned Trademarks.
- 2.3 Subject to the terms and conditions herein, ARCO grants to PAYPOINT and its affiliates, a perpetual, non-exclusive, irrevocable, world-wide, transferable, paid up license to use, modify, copy, prepare derivative works, display and distribute Owned Information and Copyrighted Material. PAYPOINT shall also have the right to authorize others to all or any of the foregoing.

SECTION 3

GRANTS FROM PAYPOINT

- 3.1 Subject to the terms and conditions of this Agreement, PAYPOINT grants to ARCO a non-exclusive, worldwide, sublicensable, perpetual,

paid-up license to the Owned Patent Rights to make, use, sell, offer for sale and import products or services covered by the claims of the Owned Patent Rights.

SECTION 4
REPRESENTATIONS AND WARRANTIES

- 4.1 ARCO represents and warrants that it has the right to make, or cause to be made, the grants set forth in Section 2 of this Agreement.
- 4.2 NO PARTY HERETO MAKES ANY WARRANTY OTHER THAN THAT PROVIDED IN SECTION 4.1, AND NO PARTY HERETO MAKES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THE WARRANTIES EXPRESSLY STATED IN SECTION 4.1 ARE EXCLUDED.
- 4.3 Nothing contained in this Agreement will be construed as:
- (a) A warranty or representation by ARCO as to the validity or scope of Owned Patent Rights or Owned Trademarks; or
 - (b) A warranty or representation by ARCO that anything made, used, sold or otherwise disposed of under any license, immunity from suit or right granted in this Agreement is or will be free from infringement of patents or trademarks of third parties; or
 - (c) An obligation by ARCO to bring or prosecute actions or suits against third parties for infringement of any patent, trademark or trade secret; or
 - (d) A requirement that ARCO file or prosecute any patent or trademark application, division, reexamination, reissue, or continuation thereof, secure any patent, or file any paper, take any action, or pay any fee to maintain any patent or trademark application, patent or trademark.

SECTION 5
LIABILITY and INDEMNIFICATION

5.1 Except to the extent that, under Section 9.1 of the Stock Purchase Agreement, but without regard to the time limitations set forth in Section 9.6 thereof, BP would have an obligation to indemnify, defend and hold harmless a Purchaser Indemnitee (as defined therein) for Losses (as defined therein) and without limiting the obligation of SY Holdings, Inc., under Section 9.2 of the Stock Purchase Agreement to indemnify, defend and hold harmless a Seller Indemnitee (as defined therein), ARCO and its respective directors, officers, agents and employees will not be liable for any loss, damage (other than for breach by ARCO of this Agreement), injury or other casualty of any kind or by whomsoever caused, to the person or property of anyone, including PAYPOINT or its affiliates, agents or customers, arising out of or resulting from the rights, licenses and assignments granted to PAYPOINT hereunder or the post-Effective Date use by PAYPOINT or its agents of Owned Information or Copyrighted Material. PAYPOINT agrees for itself, its successors and assigns, to indemnify and hold ARCO and its respective directors, officers, agents and employees harmless from and against all claims, demands, liabilities, suits or actions, including all reasonable expenses and attorneys' fees incurred by or imposed on them in connection therewith, for such loss, damage, injury or other casualty. The indemnification obligations of PAYPOINT stated above apply only if (a) ARCO promptly notifies PAYPOINT in writing of any such claim within the scope of this paragraph, and (b) PAYPOINT is given control of the defense of such claim and all negotiations relating to settlement; provided, that PAYPOINT consults with ARCO regarding any settlement that could impact the ARCO business.

- 5.2 Except to the extent that, under Section 9.2 of the Stock Purchase Agreement, SY Holdings, Inc. would have an obligation to indemnify, defend and hold harmless a Seller Indemnitee (as defined therein) for Losses (as defined therein) and without limiting the obligation of BP, under Section 9.1 of the Stock Purchase Agreement (but without regard to the time limitations set forth in Section 9.6 thereof), to indemnify, defend and hold harmless a Purchaser Indemnitee (as defined therein). PAYPOINT and its respective directors, officers, agents and employees will not be liable for any loss, damage (other than for breach by PAYPOINT of this Agreement), injury or other casualty of any kind or by whomsoever caused, to the person or property of anyone, including ARCO or its affiliates, agents or customers, arising out of or resulting from the rights, licenses and assignments granted to ARCO hereunder or the post-Effective Date use by ARCO or its agents of Owned Patent Rights. ARCO agrees for itself, its successors and assigns, to indemnify and hold PAYPOINT and its respective directors, officers, agents and employees harmless from and against all claims, demands, liabilities, suits or actions, including all reasonable expenses and attorneys' fees incurred by or imposed on them in connection therewith, for such loss, damage, injury or other casualty. The indemnification obligations of ARCO stated above apply only if (a) PAYPOINT promptly notifies ARCO in writing of any such claim within the scope of this paragraph, and (b) ARCO is given control of the defense of such claim and all negotiations relating to settlement; provided, that ARCO consults with PAYPOINT regarding any settlement that could impact the PAYPOINT business.

SECTION 6 ASSIGNMENT

- 6.1 PAYPOINT and ARCO may freely assign and transfer their respective rights and obligations hereunder.

SECTION 7 GENERAL PROVISIONS

- 7.1 This Agreement and the obligations of the parties hereunder will be governed by and construed and enforced in accordance with the substantive

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and procedural laws of the State of Illinois, without regard to rules on choice of law.

- 7.2 Anything herein to the contrary notwithstanding, PAYPOINT hereto agrees and gives its assurance to ARCO that it will not, directly or indirectly, export, re-export or transship information made available hereunder or the direct product thereof to any destination requiring the approval of the Government of the United States of America for such export, re-export or transshipment until a request to do so has been submitted to and approved by the appropriate United States Government Agency.
- 7.3 The section headings of this Agreement are included for purposes of convenience only, and will not affect the construction or interpretation of any of its provisions.
- 7.4 If any part or provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, or action of any regulatory body, the remainder of this Agreement will remain valid and enforceable.
- 7.5 This Agreement, together with the Stock Purchase Agreement, sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and all prior discussions, agreements, drafts, representations, statements, negotiations and understandings are merged herein. Any amendment to this Agreement will not be effective unless it is in writing and signed by duly authorized representatives of the party to be bound thereby.

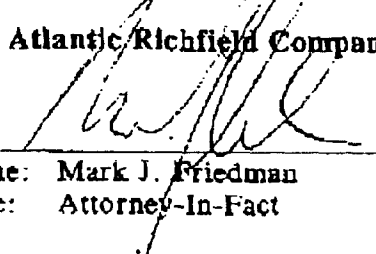
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, individually, or by their duly authorized officers or representatives, as of the date first hereinabove written.

The Atlantic Richfield Company

Paypoint Electronic Payment Systems, Inc.

By: 
Name: Mark J. Friedman
Title: Attorney-In-Fact

By: _____
Name: Daniel B. Pinkert
Title: Vice President

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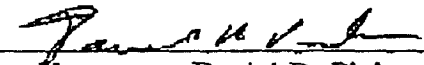
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, individually, or by their duly authorized officers or representatives, as of the date first hereinabove written.

The Atlantic Richfield Company

Paypoint Electronic Payment Systems, Inc.

By: _____
Name: Mark J. Friedman
Title: Attorney-In-Fact

By: 
Name: Daniel B. Pinkert
Title: Vice President

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ATTACHMENT A

- U.S. Patent No. 5,284,253, entitled "Stacker for Electronic Payment System Key Pads"
- U.S. Patent No. 5,289,923, entitled "Stacker for Electronic Payment System Key Pad and Printer"
- U.S. Patent No. 5,394,994, entitled "Adjustable Riser Pin Pad Holder with Mounting Provisions for a Printer Holder"

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ATTACHMENT B

- PAYPOINT
 - ID: 284
 - Country: United States
 - Class: 36
 - App.#: 74/697079
 - App. Date: 7/3/1995
 - Reg.#: 2058152
 - Reg. Date: 4/29/1997
 - Status: Registered

- PAYPOINT ELECTRONIC PAYMENT SYSTEMS AND DESIGN
 - ID: 289
 - Country: United States
 - Class: 36
 - App.#: 74/697080
 - App. Date: 7/3/1995
 - Reg.#: 2082100
 - Reg. Date: 7/22/1997
 - Status: Registered

- PAYPOINT TRIANGLES DESIGN
 - ID: 299
 - Country: United States
 - Class: 36
 - App.#: 74/698603
 - App. Date: 7/10/1995
 - Reg.#: 2118274
 - Reg. Date: 12/2/1997
 - Status: Registered