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04-06-2000



101307166

Form Cover Sheet

U.S. Department of Commerce
Patent and Trademark Office

MARKS ONLY

To the Honorable Comm.

original documents or copy thereof

1. Name of conveying party(ies)
DigiCash Incorporated

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

2. Name and address of receiving party(ies):
Name: DigiCash Acquisition Corporation
Internal Address _____
Street Address: 4350 Cordata Parkway
City Bellingham State: WA Zip 98226

Individual(s) citizenship _____
 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 _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional Name(s) & address(es) attached:

Yes No

Execution Date: July 2, 1999

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

Additional numbers attached?

Yes No

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

Name: Anna C. Silva, Esq.

Internal Address: Gibson, Dunn & Crutcher

Telesis Tower, 31st Floor

Street Address: One Montgomery Street

City San Francisco State CA Zip 94104

6. Total number of applications and registrations involved: 67

7. Total fee (37 CFR 3.41): \$ 1,690.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 50-0440

(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.

Anna C. Silva

Name of Person Signing

Signature

7/16/99

Date

Total number of pages including cover sheet, attachments and document: 11

OMB No. 0651-0011

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

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FA991970.053/-1+

TRADEMARK
REEL: 002041 FRAME: 0421

**ATTACHED LIST OF REGISTERED TRADEMARKS AND PENDING
APPLICATIONS**

REGISTERED TRADEMARKS

Mark	International Class	Registration Number	Issued Date
CYBERS	9	2117355	12/2/97
ES	9	2175976	7/28/98
DIGI-DOLLAR	9	2203439	11/17/98
MONEY MEDIA	42	2117256	12/2/97
V-COIN	36	2224870	02/23/99
V-COIN	42	2117258	12/2/97
V-MONEY	9	2241419	4/27/99
E-COIN	9	2080538	07/22/97
E-COIN	42	2009491	10/22/96
DIGICOIN	42	2058600	5/6/97
V-SHOP	36	2155962	5/12/98
KIDCASH	9	2206333	12/1/98
KIDCASH	42	2117383	12/2/97
V-CASH	36	2098628	9/23/97
V-CASH	42	2117259	12/2/97
E-VOTE	36	2163073	6/9/98
E-VOTE	9	2206304	12/1/98
MONEY MEDIA	9	2117257	12/2/97
DIGICOIN	36	2098545	9/23/97
DIGICOIN	9	2068307	6/10/97

Mark	International Class	Registration Number	Issued Date
DATA COIN	42	2058601	5/6/97
DATA COIN	36	2096306	9/16/97
CRYPTOPAY	42	1988127	7/23/96
CRYPTOPAY	36	2100632	9/30/97
CRYPTOPAY	9	2058595	5/6/97
NET-PAY	36	2078302	7/15/97
CYBER PAY	9	2036405	2/11/97
CYBER PAY	42	2036406	2/11/97
NET-PAY	9	2050190	4/8/97
NET-PAY	42	2034817	2/4/97
DIGIBANK	42	2036407	2/11/97
DIGIPAY	42	2036408	2/11/97
DIGIPAY	9	2036409	2/11/97
DIGIPAY	36	2098541	9/23/97
TELEPAY	9	2126488	1/6/98
TELEPAY	36	2050191	4/8/97
TELEPAY	42	2056589	4/29/97
DIGIBANK	9	2074863	7/1/97
DIGIBANK	36	2036410	2/11/97
MONEY MAN	9	2029510	1/14/97
NET-CASH	42	2224854	2/23/99
CYBER-CASH	9	2183077	8/18/98

Mark	International Class	Registration Number	Issued Date
NET-CASH	9	2050173	4/8/97
DIGICASH	42	2188678	9/15/98
DIGICASH	36	2163019	6/9/98
DIGICASH	9	2085188	8/5/97

**PENDING
APPLICATIONS**

MARK	<i>International Class</i>	<i>Serial Number</i>	<i>Filing Date</i>
V-SHOP	42	74-729865	9/15/95
KIDCASH	36	75-076914	3/22/96
CYBERS\$	36	75-061240	2/22/96
CYBER-BUCKS	42	74-623986	1/20/95
E-DOLLAR	9	75-061128	2/22/96
E-DOLLAR	36	75-061241	2/22/96
E-DOLLAR	42	75-061236	2/22/96
DIGIS	9	75-061129	2/22/96
ES	36	75-061238	2/22/96
ES	42	75-061234	2/22/96
DIGI-DOLLAR	9	75-061235	2/22/96
DIGI-DOLLAR	42	75-061237	2/22/96
CYBERS\$	42	75-061245	2/22/96
DIGIS	42	75-061246	2/22/96
DIGIS	36	75-061239	2/22/96
CYBER DOLLAR	9	75-061132	2/22/96
CYBER DOLLAR	36	75-061243	2/22/96
CYBER DOLLAR	42	75-061244	2/22/96
E-CASH	36	74-605418	11/18/94
E-CASH	9	74-605417	11/18/94
E-CASH	42	74-605419	11/18/94

**REGISTERED TRADEMARK
AND TRADEMARK APPLICATION ASSIGNMENT**

This Registered Trademark and Trademark Application Assignment (this "**Assignment**") is made as of July 2, 1999 by DigiCash Incorporated, a Delaware corporation ("**Assignor**"), to DigiCash Acquisition Corporation, a Delaware corporation ("**Assignee**").

RECITALS

A. Assignor and Assignee are parties to an Asset Purchase Agreement dated June 2, 1999 (the "**Purchase Agreement**").

B Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks registered and the trademark applications filed with the United States Patent and Trademark Office and set forth on Exhibit A hereto collectively,(herein the "**Trademarks**) together with the goodwill of the business pertaining thereto.


AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

DigiCash Incorporated

By: 

Name: Scott Loftesness

Title: Chief Executive Officer