

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
In2M.com, L.L.C.

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: In2M Corporation

Internal Address: Suite 105

Street Address: 859 West South Jordan Parkway

City: South Jordan State: UT ZIP: 84095

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 28, 2000

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

A. Trademark Application No.(s)

76/103,643 76/110,646
76/103,530 76/212,745
76/103,634

Additional numbers Yes No

B. Trademark Registration No.(s)

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

Name: Michael F. Krieger

Internal Address: Kirton & McConkie

Street Address: 1800 Eagle Gate Tower
60 East South Temple

City: Salt Lake City State: UT ZIP: 84111

6. Total number of applications and registrations involved:..... 5

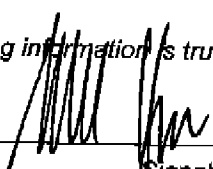
7. Total fee (37 CFR 3.41):.....\$ 200.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500843

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.

Michael F. Krieger  November 5, 2001

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and



WHEN RECORDED RETURN TO:

PATENT APPLICATION
Docket No: 9311.12

Kirtan & McConkie
1800 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

ASSIGNMENT

In2M.com, L.L.C., (Assignor) a limited liability company of the State of Utah, having a principal place of business at 859 West South Jordan Parkway, Suite 105, South Jordan, Utah 84095, by and through its members Transcend Holdings, LLC, a limited liability company of the State of Utah, and Nicholas A. Thomas, an individual residing in the State of Utah; is the owner of certain United States Patents and Trademarks as outlined on attached Exhibit "A."

In2M Corporation (Assignee), a corporation of the State of Utah, having a principal place of business at 859 West South Jordan Parkway, Suite 105, South Jordan, Utah 84095, desires to secure the entire right, title and interest in and to said Intellectual Property.

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor

HEREBY ASSIGNS TO THE ASSIGNEE:

The entire right, title and interest in the patent and trademark applications and registrations attached as Exhibit "A" and in all divisionals, continuations and continuations-in-part of said applications, or reissues or extensions of Letters Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and Foreign countries.

The right to file foreign patent applications on said inventions in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and behalf of the said Assignee, its successors, assigns and legal representatives.

Assignor conveys the goodwill associated with the trademarks and service marks in Exhibit "A."

Assignor hereby agrees, without further consideration and without expense to Assignee to sign all lawful papers and to perform all other lawful acts which the Assignee may request of Assignor to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said inventions, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of my ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

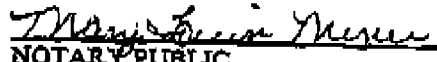
This assignment and agreement shall be binding upon my heirs and legal representatives.

Dated this 28th day of September, 2000.


Transcend Holdings, LLC by
Steven B. Smith, Member

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On September 28, 2000, before me personally appeared Steven B. Smith, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.


NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:

April 1, 2002



EXHIBIT "A"

SERIAL NO.	FILING DATE	TITLE	ATTORNEY DOCKET NO.
PATENTS			
60/226,187	August 18, 2000	METHODS AND SYSTEMS FOR JOB-BASED ACCOUNTING	9611.4
60/198,961	April 21, 2000	METHODS AND SYSTEM FOR MANAGING SPENDING THROUGH ACCOUNT ALLOCATION	9611.5
09/536,273	March 27, 2000	METHODS AND APPARATUS FOR WIRELESS POINT-OF-SALE TRANSACTIONS	9611.6
09/625,141	July 25, 2000	METHODS AND SYSTEMS FOR ELECTRONIC RECEIPT TRANSMISSION AND MANAGEMENT	9611.7
TRADEMARKS			
76/103,643	August 4, 2000	MSYNC	9311.8
76/103,530	August 4, 2000	MVELOPES	9311.9
76/103,634	August 4, 2000	IN2M	9311.10
76/110,646	August 16, 2000	MFORM	9311.11
76/212,745	August 20, 2001	MCARD	9311.19

DATED 28th day of September, 2000.

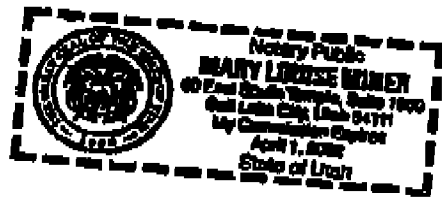
Nicholas A. Thomas
Nicholas A. Thomas

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On September 28, 2000, before me personally appeared Nicholas A. Thomas, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.

Mary Louise Miner
NOTARY PUBLIC
Residing at East Lake City, Utah

My Commission Expires:
April 1, 2002



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