

04-03-2003

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HEET

BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231
Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies): **Electronic Data Systems Corporation**
 State of Delaware Corporation

3-31-03

2. Name and address of receiving party(ies):
 Name: **Fiserv, Inc.**
 Address: 255 Fiserv Drive
 City: Brookfield State: WI Zip: 53045
 Type of Company: Corporation
 Corporation-State: Wisconsin

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

RECEIVED
 MAR 31 AM 8:05
 FINANCE SECTION

3. Nature of Conveyance: **Asset Purchase Agreement**
 Execution Date: **November 14, 2002**

4. A. Trademark Application No. **75/211,295**

B. Trademark Registration No.(s) **1,462,183**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Dyann L. Kostello
 Michael Best & Friedrich LLP
 100 East Wisconsin Avenue
 Milwaukee, Wisconsin 53202-4108

6. Total number of applications and registrations involved: **18**

7. Total fee (37 CFR 3.41):.....\$ **465.00**
 Enclosed
 Deficiencies in fee charged to deposit account

8. Deposit account number: **13-3080**

04/02/2003 LNUELLER 00000066 75211295
 01 FC:8521 40.00 DP
 02 FC:8522 425.00 DP

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.

Dyann L. Kostello
 Name of Person Signing

Signature

March 31, 2003
 Date

Total number of pages including cover sheet, attachments, and document: **4**

United States Postal Service Express Mail Mailing Label No. EV107229878US

cc: Docketing

SECTION 1.1(d)
Transferred Intellectual Property

Trademarks

COUNTRY	TRADEMARK	REG/APP NO.	REG/FILING DATE
CA*	ACCEL	380,442	02/22/1991
CA	ACCEL & Design	398164	05/15/1992
CA	Design of Card with Stripes	398165	05/15/1992
CA	Design of Stripes	288,300	02/24/1984
CA	THE EXCHANGE	319,410	10/10/1986
CA	THE EXCHANGE & Design	339,936	05/06/1988
US	ACCEL	1,462,183	10/20/1987
US	ACCEL & Design	1,439,482	05/12/1987
US	Design of Card with Stripes	1,439,481	05/12/1987
US	Design of Rectangles	1,237,639	05/10/1983
US	Design of Rectangles	1,799,637	10/19/1993
US	Design of Stripes	1,261,922	01/20/1983
US	EDEBIT	2,155,868	05/05/1998
US	EDUCATION EXCHANGE	2,041,921	03/04/1997
US	EPOC	75/211,295	12/10/1996
US	INSTANT TELLER	1,114,666	03/06/1979
US	MPACT	1,234,842	04/12/1983
US	POINT	1,345,024	06/25/1985
US	POINT	1,352,020	07/30/1985
US	POSITION	1,478,074	02/23/1988
US	SINGLE POINT CORRECTIONS	2,115,289	11/25/1997
US	THE EXCHANGE	1,275,480	04/24/1984
US	TRANSALLIANCE	2,320,831	02/22/2000
US	TX & Design	1,330,032	04/09/1985
US - IDAHO	ACCEL	10668	03/27/1986
US - IDAHO	POINT	10008	02/02/1984
US - MONTANA	ACCEL	14619	03/24/1986
US - TEXAS	MPACT	46409	05/27/1986
US - WASHINGTON	INSTANT TELLER	14332	06/17/1993
US - WASHINGTON	THE EXCHANGE	8618	02/14/1974
US - WASHINGTON	THE EXCHANGE	8617	02/14/1974
US - WASHINGTON	POINT	14798	02/01/1984

*CA=Canada

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of November 14, 2002, by and among Fiserv, Inc., a Wisconsin corporation ("Fiserv"), Fiserv DC, Inc., a Wisconsin corporation (the "Buyer"), Electronic Data Systems Corporation, a Delaware corporation ("EDS"), EDS Information Services LLC, a Delaware limited liability company ("EIS"), and EDS Resource Management Corporation, a Delaware corporation ("ERMC").

WHEREAS, EDS, EIS and ERMC (each a "Seller" and together the "Sellers") are engaged in the business of providing information technology services, including the Business (as defined in Section 1.3); and

WHEREAS, the Buyer desires to purchase, and the Sellers desire to sell, the Business (as hereinafter defined), all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration described herein, the Sellers, Fiserv and the Buyer agree as follows:

ARTICLE 1

PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets

Subject to the terms and conditions of this Agreement, at the Closing (as defined in Section 4.1), the Sellers shall sell, transfer, convey, assign and deliver (or will cause to be sold, transferred, conveyed, assigned and delivered) to the Buyer, and the Buyer shall purchase, acquire and accept (or cause to be purchased, acquired and accepted) from the Sellers, those assets, rights, properties, claims, contracts and businesses of Sellers, whether tangible or intangible, whether personal or other, whether accrued, contingent or otherwise, described in paragraphs (a) through (l) below ("Transferred Assets" which, for purposes of clarity, include those assets (together with the rights granted by the Sellers to, and services to be performed by the Sellers for, Buyer under the Transaction Documents) which are used by the Sellers to provide the means and capability to perform in all material respects the obligations the Buyer is assuming under the Transferred Customer Contracts in substantially the same manner as such obligations are being performed by the Sellers on the date of this Agreement and otherwise to conduct the Business at the Closing in the ordinary course thereof and in accordance with past practices):

(a) The leasehold interests being granted to the Buyer by the Sellers pursuant to those certain sublease agreements, assignment and assumption agreements, and license agreements, as applicable, substantially in the respective forms of Exhibit 1.1(a)(i), Exhibit 1.1(a)(ii)(A), (B) and (C) and Exhibits 1.1(a)(iii)(A) and (B) for those parcels of real property (or parts thereof used by the Business at the Closing) identified in Section 1.1(a) of the Seller Disclosure Schedule which shall be granted by lease, sublease, assignment and assumption or license agreement as indicated on Section 1.1(a) of Seller Disclosure Schedule (the "Leasehold Interests");

(b) All fixtures and leasehold improvements owned and transferable by the Sellers and all fixed assets, including machinery, equipment (including computer hardware and firmware, telecommunications equipment and other office equipment), tools, furniture, furnishings, and office equipment owned by the Sellers, including all warranties and guarantees, if any, expressed or implied, existing for the benefit of the Sellers in connection therewith (collectively, "Equipment"), which is located at the Leasehold Interest sites and used primarily in the Business, in each case except for the Equipment identified in Section 1.1(b) of the Seller Disclosure Schedule (collectively, the "Transferred Equipment");

(c) All rights under those contracts and agreements (i) that are identified in Section 1.1(c) of the Seller Disclosure Schedule which represent the top 100 customer contracts (by revenue as of September 30, 2002), related exclusively to the Business (including any renewals of such contracts which expire according to their terms), (ii) entered into by Sellers in the ordinary course of the Business after the date of this Agreement and prior to the Closing Date and related exclusively to the Business, (iii) all other customer contracts that relate exclusively to the operations of the Business (including any renewals of such contracts which expire according to their terms), and (iv) all contracts entered into with respect to joint venture or similar arrangements with respect to the Business (i)-(iv), "Transferred Customer Contracts") and the

related bank accounts used to effect settlement of transactions under Transferred Customer Contracts, as well as (v) any right to receive goods or services pursuant to the Transferred Customer Contracts, (vi) any right to assert claims and take other rightful actions in respect of Defaults (as defined in Section 13.10) under the Transferred Customer Contracts, and (vii) all accounts receivable, all notes, bonds and other evidence of indebtedness and all other rights to receive payments arising out of the Transferred Customer Contracts on or before the Closing Date (the "Customer Accounts Receivable"), it being expressly understood and agreed that Buyer shall be entitled to all rights to receive payments arising out of the Transferred Customer Contracts with respect to performance after the Closing Date, including any rights resulting from the transactions contemplated hereby and including expressly any termination fees related to Transferred Customer Contracts;

(d) Those patent applications listed on Section 1.1(d) of the Seller Disclosure Schedule, and those trademarks and trademark registrations, common law trademarks, service mark registrations and common law service marks, copyrights, Software (other than EDS General IP (as defined in the Technology License Agreement (as defined below)), and trade names used primarily in the Business, including those listed on Section 1.1(d) of the Seller Disclosure Schedule (the "Transferred Intellectual Property");

(e) (i) All rights under those agreements and licenses which are identified in Section 1.1(e)(i) of the Seller Disclosure Schedule pursuant to which any of the Sellers has licensed Software (as defined in Section 13.10) from a third party ("Required Software" or "Transferred Required Software"), including (A) any right to receive goods or services pursuant to the Transferred Required Software and (B) any right to assert claims and take other rightful actions in respect of Defaults under the Transferred Required Software; and

(ii) all Sellers' rights in any third party Software (A) used exclusively in connection with Transferred Equipment or Transferred Personal Property or (B) residing on both Transferred Equipment or Transferred Personal Property and on Retained Assets ("Split Software"), but only to the extent that the rights under the license for such Split Software used by Transferred Equipment or Transferred Personal Property is assignable without increasing the cost to Sellers of continuing to use the rights under such license for the Retained Assets and excluding any Software described in Section 1.1(e)(i), ("Software Licenses" or "Transferred Software Licenses") which third party Software described in this Section 1.1(e)(ii) is generally described in Section 1.1(e)(ii) of the Seller Disclosure Schedule.

Required Software and Software Licenses are collectively referred to as "Business Software" and Transferred Required Software and Transferred Software Licenses are collectively referred to as "Transferred Business Software".

(f) All rights under all commitments, contracts, indentures and agreements (including network sponsorship arrangements), written or oral (collectively, "Contracts") pursuant to which any of the Sellers obtains goods or services from a third party (other than any Person who is party to any of the Transferred Customer Contracts) and which are primarily related to the Business (including any renewals of such contracts which expire according to their terms) (other than as set forth on Section 1.1(f) of the Seller Disclosure Schedule other than in third-party Software, which are addressed in Section 1.1(e) (collectively, the "Transferred Vendor Contracts" and including the Transferred Customer Contracts and Transferred Business Software, the "Transferred Contracts"), including (i) any right to receive goods or services pursuant to the Transferred Vendor Contracts and (ii) any right to assert claims and take other rightful actions in respect of Defaults under the Transferred Vendor Contracts;

(g) All prepaid items (or the applicable portions thereof) and inventory to the extent they relate to the Business, in each case except for those prepaid items to the extent they relate to services being performed by Sellers for Buyer under the Transaction Documents (collectively, the "Prepaid Items");

(h) Original or electronic or hard copies of all operating data and records of the Sellers, including books, records, manuals, operating guidelines and practices, sales and promotional data, advertising materials, customer lists, credit information, historical cost and pricing information, supplier lists, business plans, reference catalogs, and other similar property (or applicable portions thereof) (but excluding all Intellectual Property Rights (as defined in Section 1.2(b)) (collectively, "Books and Records"), which relate exclusively to the Business (collectively, the "Transferred Books and Records"). To the extent that the Transferred Books and Records are commingled with the books and records not transferred to Buyer, the parties agree to