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To the Honorable Commissioner of

1. Name of conveying party(ies):

H. Isil Guzelsu

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: <sup>25 PG</sup> June 2, 1998

Name: Citibank N.A.

Internal Address: \_\_\_\_\_

Street Address: 399 Park Avenue

City: New York State: NY ZIP: 10043

Additional name(s) & address(es) attached?  Yes  No

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/054,044

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Philip A. Gilman

Internal Address: Kramer, Levin, Naftalis & Frankel

Street Address: 919 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

50-0540

(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.

Philip A. Gilman, Reg. No. 38,160

Name of Person Signing

*Philip A. Gilman*  
Signature

7/9/98  
Date

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

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

Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

(Form PTO--1595--Recordation Form Cover Sheet [16-5]--page 1 of 3)

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## ASSIGNMENT

WHEREAS I, **H. Isil Guzelsu**, a citizen of United States, having an address of 244 EdgerStoune Road, Princeton, NJ 08540 (hereinafter referred to as the "ASSIGNOR"), have invented certain new and useful improvements in **METHOD AND SYSTEM FOR STANDARDIZING AND RECONCILING INVOICES FROM VENDORS**, for which I have executed an application for Letters Patent of the United States under Serial No. 09/054,044 filed on April 2, 1998, and

WHEREAS, Citibank, N.A., a corporation formed and existing under the laws of the State of Delaware, having an office and principal place of business at 399 Park Avenue, New York, NY 10043 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNOR HEREBY covenants that ASSIGNOR has the full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;

AND ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid

