

02-19-1999

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Final documents or copy thereof.

To the Honorable Commissioner of Patents and Trade

1. Name of conveying party(ies):

Jay Paul Drummond

Dale Blackson

Bob A. Cichon

Additional name(s) of conveying party(ies) attached?

☒ Yes

☐ No

Name: Diebold, Incorporated

Internal Address:

Street Address: 5995 Mayfair Road

City: North Canton

State: OH

ZIP: 44720

Additional name(s) & address(es) attached?

☐ Yes

☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: November 30, 1998

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)

09/193,634

B. Patent No.(s)

Additional numbers attached?

☐ Yes

☒ No

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

Name: Ralph E. Jocke

Internal Address:

Street Address: 231 South Broadway

City: Medina

State: OH

ZIP: 44256

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:

09-0428 (InterBold)

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

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.

Ralph E. Jocke

Name of Person Signing

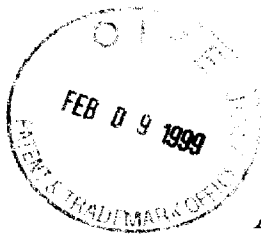
Signature

Total number of pages including cover sheet, attachments, and document: 5

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

(Form PTO-1595--Recordation Form Cover Sheet - page 1 of 3)

PATENT
REEL: 9761 FRAME: 0001



**Attachment to Form PTO - 1595
Recordation Form Cover Sheet**

Additional Conveying Parties

- Joseph C. Ess
- Mark A. Moales
- David W. Weiss
- Mark D. Smith
- James Church

Practitioner's Docket No. D1077+14

PATENT

For: U.S. Rights and Foreign Rights
For: U.S. Application
By: Inventors

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNORS: (Inventors):

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Nationality: USA~~

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(Assignment of Invention—page 1 of 3)

PATENT
REEL: 9761 FRAME: 0003

Mark D. Smith
1910 Hunting Valley, N.W.
North Canton, OH 44720 USA
Nationality: USA

James Church
741 Governor's Circle
Kent, Ohio 44240 USA
Nationality: USA

hereby sell, assign and transfer to

ASSIGNEE:

Diebold, Incorporated
5995 Mayfair Road
North Canton, OH 44720
Nationality: US

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled:

Automated Banking Machine Apparatus and System

and which is found in the U.S. patent application naming the above inventors for the above-entitled invention, filed with the U.S. Patent Office as:

Express mail label no.: EL197269229US Mailed: November 17, 1998

Serial No.: 09/193,634 (I hereby grant my attorney authority to insert the Serial Number once it becomes known.)

and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application(s) or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

(Assignment of Invention—page 2 of 3)

IN WITNESS WHEREOF, We have hereunto set hand and seal this 30th Day of November, 1998.


Signature of Mark S. Covert


Signature of Jay Paul Drummond


Signature of Dale Blackson


Signature of Bob A. Cichon


Signature of Joseph C. Ess


Signature of Mark A. Moales


Signature of David W. Weis


Signature of Mark D. Smith


Signature of James Church

(Assignment of Invention—page 3 of 3)