

12-22-1999



101230187

ASSIGNMENT RECORDATION COVER SHEET
-PATENTS ONLY-

To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

1. Name of conveying party(ies)

- a) Forough Kashef
- b) Jean-Paul Billon
- c) Christophe Colas
- d) Lance Shigeo Nakamura
- e) Thomas J. Sak

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

- a) Name: Visa International Service Association
- Address: 900 Metro Center Blvd.
Foster City, CA 94308

3. Nature of conveyance

- | | | | |
|-------------------------------------|--------------------|--------------------------|-------------------|
| <input checked="" type="checkbox"/> | Assignment | <input type="checkbox"/> | Merger |
| <input type="checkbox"/> | Security Agreement | <input type="checkbox"/> | Change of Name |
| <input type="checkbox"/> | Other _____ | <input type="checkbox"/> | License Agreement |

Execution Date: November 18, 1999 and December 3, 1999

4. Application Number(s) or Patent Number(s) (09/369,502)

The title of the (new) application is: TERMINAL SOFTWARE ARCHITECTURE FOR USE WITH SMART CARDS

5. Please send all correspondence concerning this (these) documents to:

Customer Number: 022434
BEYER & WEAVER, LLP
 P.O. Box 61059
 Palo Alto, CA 94306
 Telephone (650) 493-2100
 Fax (650) 493-2102

6. Total number of applications and patents involved: 1

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

12/20/1999 KZEMDIE 00000030 09369502
 05 FC:581 40.00 00

- Enclosed
- Any additional fees are authorized to be charged to Deposit Account No. 50-0388 (Order No. VISAP018)

8. 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.

Date: December 13, 1999

 Jonathan O. Scott
 Registration No. 39,364

~~12/20/1999 KZEMDIE 00000030 09369502~~
~~04 FC:116 380.00 00~~
~~12/20/1999 KZEMDIE 00000030 09369502~~
~~05 FC:581~~ Attorney Docket No. VISAP018

(Revised 01/96)

ASSIGNMENT OF PATENT APPLICATION

(Not Accompanying Application)

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:

TERMINAL SOFTWARE ARCHITECTURE FOR USE WITH SMART CARDS

for which I (we) have executed an application for a United States Letters Patent which was filed in the U.S. Patent and Trademark Office on **August 5, 1999**, and which bears the Application No. **09/369,502**.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We the undersigned inventor(s) hereby:

1) Sell(s), assign(s) and transfer(s) to **Visa International Service Association**, a Delaware corporation having a place of business at 900 Metro Center Blvd., Foster City, CA 94308, (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.

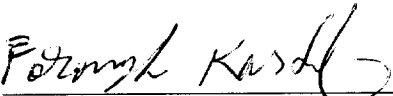
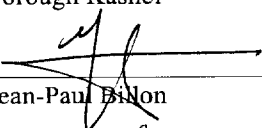
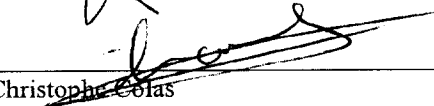
2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.

3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.

4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.

5) Warrant and represent that I/we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

1) Signature: 	Date: <u>Dec. 3rd 1999</u>
Typed Name: Forough Kashef	
1) Signature: 	Date: <u>Dec. 3rd 1999</u>
Typed Name: Jean-Paul Dillon	
1) Signature: 	Date: <u>Dec. 3rd 1999</u>
Typed Name: Christophe Colas	
1) Signature: _____	Date: _____
Typed Name: Lance Shigeo Nakamura	
1) Signature: _____	Date: _____
Typed Name: Thomas J. Sak	

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Signed on the date(s) indicated beside my (our) signature(s).

1) Signature: _____ Date: _____
Typed Name: Forough Kashef

1) Signature: _____ Date: _____
Typed Name: Jean-Paul Billon

1) Signature: _____ Date: _____
Typed Name: Christophe Colas

1) Signature:  _____ Date: 11/13/99
Typed Name: Lance Shigeo Nakamura

1) Signature: _____ Date: _____
Typed Name: Thomas J. Sak

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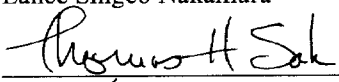
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1) Signature: _____ Date: _____
Typed Name: Forough Kashef

1) Signature: _____ Date: _____
Typed Name: Jean-Paul Billon

1) Signature: _____ Date: _____
Typed Name: Christophe Colas

1) Signature: _____ Date: _____
Typed Name: Lance Shigeo Nakamura

1) Signature:  _____ Date: 18 Nov 99
Typed Name: Thomas Y. Sak

Atty Dkt. No. VISAP018/P10301

RECORDED: 12/20/1999

PATENT
REEL: 010448 FRAME: 0161