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| Assistant Commissioner for Patents: Please record the attached original document(s) or copy(ies).  |  |
| 1. Name of conveying party(ies):<br>Andrew Michael Yellop, Joelle Christine Havelaar<br>and Kevin John Aylett<br>Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  | 2. Name and address of receiving party(ies):<br>MARS INCORPORATED<br>6885 Elm Street<br>McLean, VA 22101-3883  |
| 3. Nature of conveyance:<br><input checked="" type="checkbox"/> Assignment<br><input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement<br><input type="checkbox"/> Change of Name<br><input type="checkbox"/> Other:<br>Execution Date: 04/18/2000   | Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |
| 4. Application number(s) or patent number(s):<br>If this document is being filed with a new application, the execution date of the application is: 04/18/2000 (Yellop; Havelaar);<br>04/19/2000 (Aylett)<br>A. Patent Application No(s):<br>B. Patent No(s):<br>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |
| 5. Name/address of party to whom correspondence concerning document should be mailed:<br>STEPHAN J. FILIPEK<br>Fish & Richardson P.C.<br>45 Rockefeller Plaza, Suite 2800<br>New York, NY 10111  | 6. Total number of applications/patents involved: 1<br>7. Total fee (37 CFR §3.41): \$40<br><input checked="" type="checkbox"/> Enclosed<br><input type="checkbox"/> Authorized to charge Deposit Account.<br>8. Deposit Account No.: 06-1050<br>Please apply any additional charges, or any credits, to our<br>Deposit Account No. 06-1050. |
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| 9. Statement and Signature: <i>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.</i><br><br>Stephan J. Filipek<br>Reg. No. 33,384<br>Name of Person Signing<br><br><br>Signature<br><br>16 MAY 2000<br>Date   |  |
| Total number of pages including coversheet, attachments and document: 3  |  |

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I hereby certify under 37 CFR §1.10 that this correspondence is being deposited with the United States Postal Service as Express Mail Post Office to Addressee with sufficient postage on the date indicated below and is addressed to the Commissioner of Patents, Washington, D.C. 20231.

May 16, 2000  
Date of Deposit

Signature

VALENTIN FIGUEROA  
Typed Name of Person Signing Certificate

PATENT  
REEL: 010826 FRAME: 0337

ASSIGNMENT

WHEREAS, the undersigned Andrew Michael YELLOP, Joelle Christine HAVELAAR and Kevin John AYLETT respectively, residing at 6 Bullfinch Close, College Town, Sandhurst, Berkshire, GU47 0XU, U.K., 36 Belgravia Court, 53 Bath Road, Reading, Berkshire, RG30 2BL, U.K.

and 10 Welby Crescent, Winnersh, Wokingham, Berkshire, RG41 5SW, U.K.

respectively, having invented improvements in MONEY HANDLING INTERFACE AND METHOD

and having executed an application for United States Patent which was filed as Serial No.                      on describing the said improvements and based thereon, and

WHEREAS, said improvements were made in the course of our employment by a subsidiary of MARS, INCORPORATED, a corporation of the State of Delaware having its principal place of business at 6885 Elm Street, McLean, Virginia 22101-3883, United States of America hereinafter called "the Assignee" (which term shall include its successors and assigns):

THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to each of us paid, the receipt of which is hereby acknowledged, we do hereby sell, assign and transfer to the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon and all applications the priority of which is claimed therein) and the improvements (which term shall include each and every such improvement or invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said improvements or on said application;

And for the same consideration we do also hereby sell, assign and transfer to the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said improvements in and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said improvements in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other

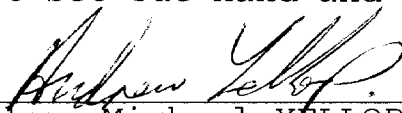
application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said improvements, application, and said several patents and like rights of exclusion, or any of them all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said improvements;

And we do hereby covenant for ourselves and for our legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said improvements to anyone except the assignee, that prior to the execution of this deed our right, title and interest in and to said improvements has not been otherwise encumbered, and that we have not executed and will not execute any instrument in conflict herewith.

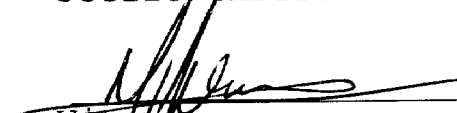
IN WITNESS WHEREOF, we have set out hand and seals hereunto as of

*18 APRIL 2000*

  
\_\_\_\_\_  
Andrew Michael YELLOP

  
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Witness

  
\_\_\_\_\_  
Joelle Christine HAVELAAR

  
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Witness

  
\_\_\_\_\_  
Kevin John AYLETT

  
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