

2 SHEET  
NTS ONLY

TO THE ASSISTANT COMMISS

SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

101460193

## 1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):

1. INNOVENTRY CORP.

3.

5.

7.

2.

4.

6.

8.

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES ☒ NO

## 2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: WELLS FARGO BANK, N.A.

ADDRESS: 420 Montgomery Street, 9th floor  
San Francisco, California 94104ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? ☐ YES ☒ NO

## 3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)☐ ASSIGNMENT OF☐ WHOLE☐ PART INTEREST☐ ORIGINAL☐ FACSIMILE/PHOTOCOPY☐ CHANGE OF NAME☐ VERIFIED TRANSLATION☒ SECURITY☐ MERGER☐ OTHER:

EXEC. DATE: July 24, 2000

EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☒ YES ☐ NO

A. PAT. APP. NO.(S)

M#

1<sup>st</sup> INVENTOR

B. PATENT NO(S)

M#

1<sup>st</sup> INVENTOR

series code/serial no

If not in Item 1

If not in Item 1

If not in Item 1

08/854,326

5. Name & Address of Party to Whom Correspondence  
Concerning Document Should be Mailed:Pillsbury Madison & Sutro LLP  
Intellectual Property Group  
1100 New York Avenue, NW  
Ninth Floor  
Washington, DC 20005-3918

6. NUMBER INVOLVED:

APPLNS 11 + PATS \_\_\_\_\_ = TOTAL 11

7. AMOUNT OF FEE ENCLOSED: (Code 581)

ABOVE TOTAL x \$40 = \$440

5.5 ATTY DKT:

PMS

05741

8. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE  
INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 03-3975

UNDER ORDER NO

05741

000-0045

MATTER NO.

CLIENT REF.

dup. sheet not required

CLIENT NO.

MATTER NO

## 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.

09/18/2000 MTHAI1 00000138 08854326

01 FC:581

Signature

10. Total number of pages including this  
cover sheet, attachments and document  
(do not file dup. Cover sheet)

6

Attorney: Tanuja V. Garde

Reg. No. 44,697

Date: August 11, 2000

Atty/Sec: RLK/RLT

TEL: (415) 983- 1586

FAX: (202) 822-0944

FILE WITH PTO RETURN RECEIPT (PAT-103A)

PATENT

REEL: 011063 FRAME: 0234

PAT 10/1/1999

ATTACHMENT TO RECORDATION FORM COVER SHEET

PAT. APP. NO.

09/514,570

09/397,591

60/036,923

08/854,321

09/528,411

09/340,610

09/398,255

08/951,540

09/104,702

09/514,574

ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, INNOVENTRY CORP. , a Delaware corporation (the "Grantor") with principal offices at 534 Fourth Street, San Francisco, CA 94107, hereby assigns and grants to Wells Fargo Bank, N.A., as Secured Creditor, with principal offices at 420 Montgomery Street, 9th Floor, San Francisco, California 94104 (the "Secured Creditor"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the obligations of the Grantor, as set forth in the Security Agreement between the Grantor and the Secured Creditor, dated as of June 9, 2000 (as amended from time to time, the "Security Agreement"). After the Obligations (as defined in the Security Agreement) have been paid in full, the Secured Creditor shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Secured Creditor under the Security Agreement. The rights and remedies of the Secured Creditor with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 24<sup>th</sup> day of July, 2000.

INNOVENTRY CORP., Grantor

By

Name:

Title:

*Gregory E. Lichtenthal*  
*Executive Vice President*

WELLS FARGO BANK, N.A.,  
as Secured Creditor

By Rupert Desautay, Jr.  
Name: ROBERT DESAUTAY, JR.  
Title: VICE PRESIDENT

## LIST OF INTELLECTUAL PROPERTY

A. Trademarks

1. RPM and design in EU;	App. No. 1660331	Filed May 17, 2000	Class 9,36,41
2. RPM in EU;	App. No. 1391630	Filed Nov. 11, 1999	Class 9,36,41
3. RPM in Canada;	App. No. 1,036,783	Filed Nov. 11, 1999	Class 9, 36,41
4. RPM in Israel;	App. No. 132469	Filed Nov. 21, 1999	Class 36
5. RPM in Israel;	App. No. 132468	Filed Nov. 21, 1999	Class 9
6. RPM in Mexico;	App. No. 399874	Filed Nov. 19, 1999	Class 9
7. RPM in Mexico;	App. No. 399875	Filed Nov. 19, 1999	Class 36
8. RPM and design	App. No. 75/884,428	Filed Dec. 29, 1999	Class 9
9. InnoVentry	App. No. 75/652,406	Filed March 2, 1999	Class 9
10. InnoVentry	App. No. 75/652,407	Filed March 2, 1999	Class 36
11. InnoVentry in EU	App. No.	Filed May 3, 2000	Class 9,36,41
12. Monetra	App. No. 75/640,059	Filed Feb. 12, 1999	Class 9
13. Monetra	App. No. 75/640,060	Filed Feb. 12, 1999	Class 36
14. RPM	App. No. 75/709,857	Filed May 20, 1999	Class 9
15. RPM	App. No. 75/709,856	Filed May 20, 1999	Class 36
16. Impli	App. No. 75/884,433	Filed Dec. 29, 1999	Class 9
17. Impli	App. No. 75/884,437	Filed Dec. 29, 1999	Class 41
18. Impli.com	App. No. 75/884,436	Filed Dec. 29, 1999	Class 9
19. Impli.com	App. No. 75/884,434	Filed Dec. 29, 1999	Class 41
20. Impli Media	App. No. 75/884,438	Filed Dec. 29, 1999	Class 9
21. Impli Media	App. No. 75/884,435	Filed Dec. 29, 1999	Class 41
22. Authentensity	App. No. 75/884,439	Filed Dec. 29, 1999	Class 41
23. impli (stylized)	App. No. 76/033,466	Filed Feb. 16, 2000	Class 9
24. impli (stylized)	App. No. 76/033,465	Filed Feb. 16, 2000	Class 41

B. Trade Secrets  
NoneC. Patents

Title	Serial No.	Filing Date	Patent #	Issue Date
Automatic check cashing using biometric identification verification (As amended)	08/854,326	5/12/97		
Check Cashing	09/514,570	2/28/00		
Automatic check cashing using biometric identification verification (As amended)	09/397,591	9/16/99		
Check Cashing	60/036,923	2/6/97		
Method and apparatus for automatic check cashing (as amended)	08/854,321	5/12/97		

Cardless automated teller transactions	09/528,411	3/17/200		
Method and apparatus for automatic check cashing (as amended)	09/340,610	6/28/99		
Method and apparatus for automatic check cashing (as amended)	09/398,255	9/17/99		
Cardless automated teller transactions	08/951,540	10/16/97	6,045,039	4/4/00
Pinless cash advances	09/104,702	6/25/98		
Cardless automated teller transactions	09/514,574	2/28/00		

D. Copyrights  
None