

MNO  
8.28.01

08-30-2001

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

101829514

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

<b>1. Name of conveying party(ies):</b> Jamily Pentz  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Name: <u>Bank of America Corporation</u> Internal Address: _____ Street Address: <u>100 North Tryon Street</u> <u>AUG 28 2001</u> City: <u>Charlotte</u> State: <u>NC</u> Zip: <u>28255</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of Conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>July 17, 2001.</u>			
<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the new application is: _____ A. Patent Application No.(s): <u>29/141,692</u> B. Patent No.(s): _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>COVINGTON &amp; BURLING</u> Internal Address: <u>Patent Docketing</u> Street Address: <u>1201 Pennsylvania Avenue, N.W.</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20004-2401</u>		<b>6. Total number of applications and patents involved:</b> <u>1</u> <b>7. Total fee (37 CFR 3.41)</b> \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <b>8. Deposit account number:</b> <u>50-0740</u> (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS SPACE</b>			
<b>9. Statement and signature.</b> <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>  Andrea G. Reister, <u>August 28, 2001</u> Reg. No. 36,253 Name of Person Signing Signature Date  Total number of pages including cover sheet, attachments, and documents: <u>5</u>			

08/30/2001 LMUELLER 00000219 29141692

01 FC:581

40.00

PATENT  
REEL: 012109 FRAME: 0223

## ASSIGNMENT BY INVENTOR

**THIS ASSIGNMENT**, made this 17<sup>th</sup> day of July, 2001 by Jamily Pentz (hereinafter referred to as Assignor), residing at 4114 Marquesas Avenue, Tega Cay, South Carolina 29708;

**WHEREAS**, Assignor has invented certain new and useful improvements in DATA CARD, set forth in a Design application for Letters Patent of the United States, already filed on May 11, 2001 as U.S. application No. 29/141,692-6412; and

**WHEREAS**, Bank of America Corporation, a corporation organized under and pursuant to the laws of having its principal place of business at 100 North Tryon Street; Charlotte, North Carolina 28255 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Design application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

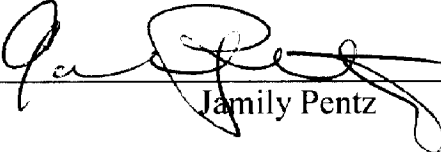
**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

## COVINGTON & BURLING

Paul J. Berman	36,744	Ann O. McGeehan	45,839	Christoper N. Sipes	39,837
Kurt Geoffrey Calia	38,702	Jeannie M. Perron	31,180	Lee J. Tiedrich	42,184
Richard P. Dulik	40,598	C. Edward Polk	45,830	Henry P. Ting	46,278
Thomas W. Krause	40,335	Andrea G. Reister	36,253	Grady L. White	40,874
Scott Markow	46,899	David P. Ruschke	40,151	Anthony S. Yoo	45,540

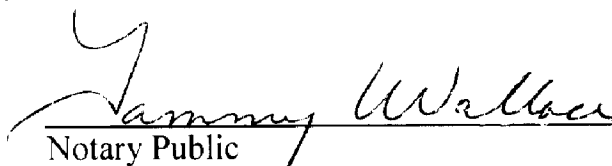
**AND** Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

  
Family Pentz

Date: 7/17/01

United States of America )  
State of NORTH CAROLINA ) ss.:  
County of MELLENBURG )

On this 17<sup>th</sup> day of July, 2001, before me  
personally came Family Pentz, to me known to be the individual  
described in and who executed the foregoing assignment of U.S. Application No. 29/141,692-  
6412, and acknowledged execution of the same.

  
Notary Public  
My Commission Expires: 4/4/06