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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

EET

Attorney's Docket No. 032326-055

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies): Jean-Louis CARRARA Additional name(s) of conveying party(ies) attached? [] Yes [X] No 3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name Other: Execution Date: June 12, 2000	2. Name and address of receiving party(ies): Name: GEMPLUS Address: Avenue du Pic de Bertagne Parc d'Activitiés de Gémenos 13881 Gémenos FRANCE Additional name(s) & address(es) attached? [] Yes [X] No
 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the A. Patent Application No.(s) 09/443,163 	e execution date of the application is: B. Patent No.(s)
Additional numbers attached? [] Yes [X] No	
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: _1
Name: James A. LaBarre Address: Burns, Doane, Swecker & Mathis, L.L.P. P.O. Box 1404 Alexandria, Virginia 22313-1404	7. Total fee (37 CFR § 3.41): \$_40.00 [X] Enclosed [X] Authorized to be charged to deposit account, if necessary 8. Deposit account number: 02-4800
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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. James A. LaBarre, Reg. No. 28.632 Name of Person Signing Total number of pages including cover sheet, attachments, and document: 3 Mail documents to be recorded with required cover sheet information to:	

Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231

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PATENT (11/00)
REEL: 012522 FRAME: 0511

ASSIGNMENT SOLE

THIS ASSIGNMENT, by Jean-Louis Carrara (hereinafter referred to as the assignor), residing in Dallas, Texas, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements in REMOTE CLEARING OF ACCESS TO TELECOMMUNICATION SERVIC, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/443,163 and filed on November 19, 1999; and

WHEREAS, Gemplus S.A., a corporation duly organized under and pursuant to the laws of France and having its principal place of business at Avenue du Pic de Bertagne, Parc d'Activitiés de Gémenos, 13881 Gémenos, France, (hereinafter referred to as the 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 or Patents, United States or foreign, to be obtained therefor and thereon:

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

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said 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, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, 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 Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use said assignee, its successors, legal representatives and assigns.

Date /12/2000

Jean-Louis Carrara

RECORDED: 01/28/2002

PATENT REEL: 012522 FRAME: 0512