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05-21-2002



102096985

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attorney Docket No. 8850-21US

1996 U.S. PTO
10/144740
05/14/02

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

1. Name of conveying party(ies):

Laura E. WEINFLASH
Larry W. SPOONER

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

Primary Payments Systems, Inc.
14646 North Kierland Boulevard
Suite 120
Scottsdale, Arizona 85254

(A Delaware corporation.)

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: May 13, 2002

4. Application number(s) or patent number(s):

10/144740

If this document is being filed together with a new application, the execution date of the application is:

May 13, 2002

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence document should be mailed:

CLARK A. JABLON
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
One Commerce Square - 2005 Market Street - Suite 2200
Philadelphia, PA 19103
Telephone: (215) 965-1200
Facsimile: (215) 965-1210
Direct Dial: (215) 965-1293

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Charge any fee deficiency to Deposit Account Number: 50-1017
(Billing No. 208850.0021)

DO NOT USE THIS SPACE

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.

Clark A. Jablon
Name of Person Signing

Clark Jablon
Signature

May 14, 2002
Date

Total number of pages including cover sheet, attachments and document: [4]

OMB No. 0651-0011 (exp. 4/94)

05/21/2002 DBYRNE 00000034 10144740

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40.00 OP

L76485 v1

PATENT
REEL: 012899 FRAME: 0559

PATENT

JOINT

ASSIGNMENT

WHEREAS, we, **Laura E. Weinflash and Larry W. Spooner**, with respective post office addresses and citizenships of:

1. 14285 North 98th Way
Scottsdale, Arizona 85260
Citizen of the United States of America; and
2. 1021 West Mission Twin Buttes Road
Green Valley, Arizona 85614
Citizen of the United States of America,

hereinafter generally referred to as "ASSIGNORS," have invented a certain new and useful

**DATABASE FOR CHECK RISK DECISIONS POPULATED WITH CHECK ACTIVITY
DATA FROM BANKS OF FIRST DEPOSIT**

for which we have executed a United States patent application, Application No. _____, filed _____, 2002, and

ASSIGNORS authorize ASSIGNEE or ASSIGNEE's representative to insert the Application Number and Filing date of this application if they are unknown at the time of execution of this Assignment.

WHEREAS, Primary Payment Systems, Inc., a Delaware corporation having a place of business at 14646 North Kierland Boulevard, Suite 120, Scottsdale, Arizona 85254, hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said invention and said patent application.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest

in and to said invention as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

5/13/02
(Date)

Laura E. Weinflash
Laura E. Weinflash

(Seal)

5/13/02
(Date)

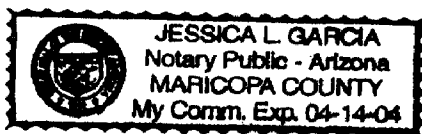
Larry W. Spooner
Larry W. Spooner

(Seal)

STATE OF Arizona :
 : SS.
COUNTY OF Maricopa :

Before me, a notary public in and for the State and County aforesaid, on this 13th day of May, 2002, personally appeared **Laura E. Weinflash** who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as her free deed and act, signed, sealed and delivered by her for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Jessica L. Garcia
Notary Public

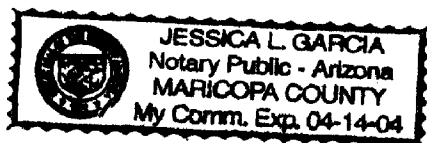


My Commission Expires: 04/14/04

STATE OF Arizona :
 : SS.
COUNTY OF Maricopa :

Before me, a notary public in and for the State and County aforesaid, on this 13th day of May, 2002, personally appeared **Larry W. Spooner**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Jessica L. Garcia
Notary Public



My Commission Expires: 04/14/04