

06-07-2002



ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Atlantic Richfield Company

6.4.02

Additional name(s) of conveying party(ies) attached?

☐

yes

☒

no

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

Paypoint Electronic Payment Systems, Inc.
221 South Figueroa Street
Los Angeles, CA 90012-2552

3. Nature of Conveyance:

☒

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☐

Other

Execution Date: April 10, 2002

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

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

A. Patent Application No.(s)

B. Patent No.(s)

~~5,284,253~~

5,289,923

5,394,994

Additional numbers attached?

☐

Yes

☒

No

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

BP America Inc.
Attn: Docket Clerk
Law Department
Mail Code 2207A
200 East Randolph Drive
Chicago, Illinois 60601-71256. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41):

\$120.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

01-0528

(Attach duplicate copy of this page if paying by deposit account.)

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.

Patrick J. Kim

Name of person signing

Signature

23 May 02

Date

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

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PATENT
REEL: 012946 FRAME: 0630

INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT

between

THE ATLANTIC RICHFIELD COMPANY

and

PAYPOINT ELECTRONIC PAYMENT SYSTEMS, INC.

Effective May 23, 2002

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INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT

This Intellectual Property Transfer and License Agreement ("Agreement"), effective May 23, 2002, is between The Atlantic Richfield Company, a Delaware corporation with an office at 801 Warrenville Road, Lisle, Illinois 60532 ("ARCO"), and Paypoint Electronic Payment Systems, Inc. a Delaware corporation with an office at 221 South Figueroa Street, Los Angeles, CA 90012-2552 ("PAYPOINT").

ARCO owns certain information ("Owned Information" as defined herein), patent rights ("Owned Patent Rights" as defined herein) and trademarks ("Owned Trademarks" as defined herein) which are used or useful in PAYPOINT's business; and

PAYPOINT desires to obtain and ARCO is willing to assign to PAYPOINT Owned Patent Rights and Owned Trademarks, and PAYPOINT is willing to accept such assignment of Owned Patent Rights and Owned Trademarks;

PAYPOINT also desires to obtain and ARCO is willing to grant to PAYPOINT a non-exclusive license for Owned Information and Copyrighted Material, and PAYPOINT is willing to accept such license of Owned Information and Copyrighted Material.

In consideration of the mutual covenants and obligations hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

SECTION 1 **DEFINITIONS**

- 1.1 "Effective Date" will mean May 23, 2002.
- 1.2 "Owned Patent Rights" will mean all unexpired patents identified in Attachment A.
- 1.3 "Owned Trademarks" will mean all trademarks identified in Attachment B.
- 1.4 "Owned Information" will mean all business and technical information owned by ARCO (including designs, drawings, flowcharts, blueprints, videos, plans, software, specifications, manuals, technology and know-how) that is necessary for the operation of PAYPOINT's business.

- 1.5 "Copyrighted Material" will mean Owned Information of a written, graphic or pictorial character (including designs, drawings, flow charts, blueprints, videos, plans, software, specifications and manuals).

SECTION 2

GRANTS FROM ARCO

- 2.1 Subject to the terms and conditions herein, ARCO assigns and transfers Owned Patent Rights to PAYPOINT, and PAYPOINT accepts such assignment and transfer of Owned Patent Rights.
- 2.2 Subject to the terms and conditions herein, ARCO assigns and transfers to PAYPOINT Owned Trademarks together with the goodwill of the business in connection with which the Owned Trademarks is used and which is symbolized by the Owned Trademarks, along with the right to recover for damages and profits for past infringement thereof, and PAYPOINT accepts such assignment and transfer of Owned Trademarks.
- 2.3 Subject to the terms and conditions herein, Arco grants to PAYPOINT a non-exclusive, worldwide, sublicensable, perpetual, paid-up license to use, reproduce and distribute Owned Information and Copyrighted Material.

SECTION 3

GRANTS FROM PAYPOINT

- 3.1 Subject to the terms set forth in this Agreement, PAYPOINT grants to ARCO and its affiliates a paid-up, non-revocable, non-exclusive immunity from suit under Owned Patent Rights.

SECTION 4

REPRESENTATIONS AND WARRANTIES

- 4.1 ARCO represents and warrants that it has the right to make, or cause to be made, the grants set forth in Section 2 of this Agreement.
- 4.2 NO PARTY HERETO MAKES ANY WARRANTY OTHER THAN THAT PROVIDED IN SECTION 4.1, AND NO PARTY HERETO MAKES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THE WARRANTIES EXPRESSLY STATED IN SECTION 4.1 ARE EXCLUDED.
- 4.3 Nothing contained in this Agreement will be construed as:

(a) A warranty or representation by ARCO as to the validity or scope of Owned Patent Rights or Owned Trademarks; or

(b) A warranty or representation by ARCO that anything made, used, sold or otherwise disposed of under any license, immunity from suit or right granted in this Agreement is or will be free from infringement of patents or trademarks of third parties; or

(c) An obligation by ARCO to bring or prosecute actions or suits against third parties for infringement of any patent, trademark or trade secret; or

(d) A requirement that ARCO file or prosecute any patent or trademark application, division, reexamination, reissue, or continuation thereof, secure any patent, or file any paper, take any action, or pay any fee to maintain any patent or trademark application, patent or trademark.

SECTION 5

LIABILITY and INDEMNIFICATION

5.1 ARCO and its respective directors, officers, agents and employees will not be liable for any loss, damage (other than for breach by ARCO of this Agreement), injury or other casualty of any kind or by whomsoever caused, to the person or property of anyone, including PAYPOINT or its affiliates, agents or customers, arising out of or resulting from the rights, licenses, immunity from suit, and assignments granted to PAYPOINT hereunder or the post-Effective Date use by PAYPOINT or its agents of Owned Patent Rights, Owned Trademarks or Owned Information. PAYPOINT agrees for itself, its successors and assigns, to indemnify and hold ARCO and its respective directors, officers, agents and employees harmless from and against all claims, demands, liabilities, suits or actions, including all reasonable expenses and attorneys' fees incurred by or imposed on them in connection therewith, for such loss, damage, injury or other casualty.

SECTION 6

ASSIGNMENT

6.1 The licenses granted hereunder by ARCO to PAYPOINT may not be assigned or transferred without the prior written consent of ARCO; provided, however, PAYPOINT may assign such licenses in a transfer of substantially all of its assets. ARCO may freely assign and transfer its rights and obligations hereunder.


SECTION 7
GENERAL PROVISIONS

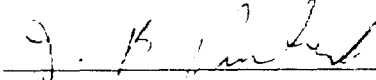
- 7.1 This Agreement and the obligations of the parties hereunder will be governed by and construed and enforced in accordance with the substantive and procedural laws of the State of Illinois, without regard to rules on choice of law.
- 7.2 Anything herein to the contrary notwithstanding, PAYPOINT hereto agrees and gives its assurance to ARCO that it will not, directly or indirectly, export, re-export or transship information made available hereunder or the direct product thereof to any destination requiring the approval of the Government of the United States of America for such export, re-export or transshipment until a request to do so has been submitted to and approved by the appropriate United States Government Agency.
- 7.3 The section headings of this Agreement are included for purposes of convenience only, and will not affect the construction or interpretation of any of its provisions.
- 7.4 If any part or provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, or action of any regulatory body, the remainder of this Agreement will remain valid and enforceable.
- 7.5 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and all prior discussions, agreements, drafts, representations, statements, negotiations and understandings are merged herein. Any amendment to this Agreement will not be effective unless it is in writing and signed by duly authorized representatives of the party to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, individually, or by their duly authorized officers or representatives, as of the date first hereinabove written.

The Atlantic Richfield Company

**Paypoint Electronic Payment Systems,
Inc.**

PSK By: 
Title: _____

OK By: 
Title: _____

ATTACHMENT A

- U.S. Patent No. 5,284,253, entitled "Stacker for Electronic Payment System Key Pads"
- U.S. Patent No. 5,289,923, entitled "Stacker for Electronic Payment System Key Pad and Printer"
- U.S. Patent No. 5,394,994, entitled "Adjustable Riser Pin Pad Holder with Mounting Provisions for a Printer Holder"

ATTACHMENT B

- PAYPOINT
 - ID: 284
 - Country: United States
 - Class: 36
 - App.#: 74/697079
 - App. Date: 7/3/1995
 - Reg.#: 2058152
 - Reg. Date: 4/29/1997
 - Status: Registered

- PAYPOINT ELECTRONIC PAYMENT SYSTEMS AND DESIGN
 - ID: 289
 - Country: United States
 - Class: 36
 - App.#: 74/697080
 - App. Date: 7/3/1995
 - Reg.#: 2082100
 - Reg. Date: 7/22/1997
 - Status: Registered

- PAYPOINT TRIANGLES DESIGN
 - ID: 299
 - Country: United States
 - Class: 36
 - App.#: 74/698603
 - App. Date: 7/10/1995
 - Reg.#: 2118274
 - Reg. Date: 12/2/1997
 - Status: Registered