Form PTO-1595



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Honorable Commissioner of Patents and Trademarks: TO: Please record the attached original document or copy thereof. 2. NAME AND ADDRESS OF RECEIVING 1. NAME OF PARTY(IES) CONVEYING AN **PARTY(IES:** INTEREST: 8.1.02 United Services Automobile Association (USAA) Thomas David GAITAN 9800 Fredericksburg Road San Antonio, Texas 78288 Additional name(s) of conveying party(ies) attached? [] Yes [X] No Additional name(s) and address(es) attached? [] Yes [X] No 3. NATURE OF CONVEYENCE: [X]Assignment [] Merger 10/209759 Security Agreement Change of Name Date of Execution: June 17, 2002 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: July 29, 2002 Patent Registration No.: Patent Application No. Issued: Filed: Additional numbers attached? Additional numbers attached? [] Yes [X] No [] Yes [X] No 6. TOTAL NUMBER OF APPLICATIONS AND 5. NAME AND ADDRESS OF PARTY TO PATENTS INVOLVED: WHOM CORRESPONDENCE CONCERNING **DOCUMENT SHOULD BE MAILED:** William B. Nash Jackson Walker, LLP 112 E. Pecan, Suite 2100 San Antonio, Texas 78205 8. DEPOSIT ACCOUNT NUMBER 07-2400. 7. TOTAL FEE (37 CFR 3.41): \$40. (Attach duplicate copy of this form if paying by

deficiency in fees. DO NOT USE THIS SPACE

[x] Authorized to Charge Account No. 07-2400 for any

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.

WILLIAM B. NASH

deposit account.)

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PATENT REEL: 013167 FRAME: 0166

ASSIGNMENT OF INVENTION

This Assignment is entered by Thomas David Gaitan, an employee of United Services Automobile Association ("USAA") and a citizen of the United States ("Employee") who is an inventor of System and Method of Facilitating Transactions over a Computer Network (the "Invention").

Consideration. In consideration of Employee's continued at-will employment with USAA, and other good and valuable consideration, the receipt of which is hereby acknowledged, Employee acknowledges and agrees as follows:

- Employee does hereby sell, assign, transfer and set over unto USAA, the entire right, title and interest in the Invention; including, without limitation, the following: (1) all patent, trademark, copyright, and trade secret rights; and (2) the United States patent application for said Invention and all divisions, renewals and continuations for the Invention, and all patents of the United States which may be granted thereon and all reissues thereof; and (3) all applications for industrial property protection, including, without limitation, all applications for patents, utility models, trademarks, copyrights, trade secrets, and designs which may hereafter be filed for the Invention in any country foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and (4) all forms of industrial property protection, including, without limitation, patents, utility models, trademarks, copyrights, trade secrets, and design which may be granted for the Invention in the United States and in any country foreign to the United States and all extensions, renewals and reissues thereof; and (5) any and all claims or causes of action that may otherwise have accrued in Employee's favor.
- 2. Employee authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as stated above, to issue the same to USAA, in accordance with the terms of this Assignment.
- 3. Employee has full right to convey the entire interest herein assigned, and Employee has not executed, and will not execute, any agreement in conflict with this Assignment.
- 4. Employee will fully cooperate with USAA to obtain and enforce intellectual property law protection for the Invention in all countries, and understands such cooperation includes, without limitation, promptly communicating with USAA any facts known to Employee respecting the Invention, testifying in any legal proceeding, signing all papers, executing all divisions, continuing and reissuing applications, and making all oaths.

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PATENT REEL: 013167 FRAME: 0167

- Employee's relationship with USAA is at-will. Either USAA or Employee has the right to terminate the relationship at any time, for any reason, with or without cause or notice. Nothing in this document affects the at-will status of Employee's employment or creates an express or implied contract of employment.
- The term USAA, as used throughout this Assignment, includes United 6. Services Automobile Association, and all of its past, present, and future parents, subsidiaries, and affiliates, and other current or former related entities thereof, and all of the past, present, and future officers, directors, employees, agents, members, insurers. legal counsel, and successors and assigns of said entities.

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STATE OF TEXAS	§
	§
COUNTY OF BEXAR	§

BEFORE ME, the undersigned authority, on this day personally appeared Thomas David Gaitan, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his or her free act and deed.

and seal of office this 17th GIVEN under my hand June , 2002.

CYNTHIA LEIGH PALMER \$ Notary Public State of Texas My Comm. Exp. 09-04-

RECORDED: 08/01/2002

Cynthia Leigh Palmer

Printed Name of Notary

Commission Expires: 9-4-05

PATENT REEL: 013167 FRAME: 0168