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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Richard Agee Carolyn M. Ponder Arthur D. Starbuck Clark L. Ballantyne

1-15-03

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

Fairshare, LLC 4445 Coronado Avenue San Diego, CA 92107

70D JAN 15 AN 7: 1

Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

December 3, 2002

Additional name(s) & address(es) attached? N

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

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

A. Patent Application Number(s):

10/137,493

B. Patent Number(s):

Additional numbers attached? NO

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

Bernard L. Kleinke FOLEY & LARDNER 402 West Broadway 23rd Floor

San Diego, California 92101-3542

6. Total number of applications/patents involved:

7. Total fee (37 C.F.R. § 3.41):

\$40.00

X Check Enclosed

Charge to deposit account

8. Deposit account number:

50-0872

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Bernard L. Kleinke

Bound & Bounde

1-15-2003

Name of person signing

Signature

Date

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PATENT REEL: 013671 FRAME: 0113

ASSIGNMENT AND AGREEMENT

WHEREAS, Richard Agee of 4445 Coronado Avenue, San Diego, CA 92107, US; Carolyn M. Ponder of 41282 North Point Drive, Antioch, IL 60002, US; Arthur D. Starbuck of 38003 Panorama Court, Murrieta, CA 92562 and Clark L. Ballantyne of 3825 Point Loma Avenue, San Diego, CA 92106; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled RAPID TAX COLLECTION SYSTEM AND METHOD FOR DEBIT-TYPE TRANSACTIONS (Atty. Dkt. No. 044848-2006) for which an application for United States Letters Patent was filed on April 30, 2002 as Application No. _10/137,493; and

WHEREAS, Fairshare, LLC, a limited liability company duly organized and existing under the laws of the State of CA, and having its principal place of business at 4445 Coronado Avenue, San Diego, CA 92107 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a

Page 1 of 4

country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 3rd day of December, 200z.

RICHARD AGEE

State of California)ss

On this 3'd day of December, 20 02, before me, a notary public in and for said county, appeared RICHARD AGEE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and

voluntary act for the uses and purposes therein set forth.

(Seal)



rvotary r ublic

My Commission Expires: June 17, 2005

Executed this 3rd day of December, 20	
	wolyn for Colle
State of Illinois	CAROLYN M. PONDER
County of COUC)ss.	
On this And day of Multiple , 20 h, before me CAROLYN M. PONDER, who is personally known to me to be the same	a notary public in and for said county, appeared
instrument, and he/she acknowledged that he/she signed, sealed, and de	elivered the said instrument as his/her free and
voluntary act for the uses and purposes therein set forth.	\sim
JULIE WIREMAN	LINOIS Notary Public 29-2005 My Commission Expires: 11-29-05
MOTATO PUBLIC, STATE OF IL	LINUIS Notary Public 29-2005
(Seal)	My Commission Expires: 11-29-03
Executed this day of, 20	·
	ARTHUR D. STARBUCK
State of)	ANTHON D. STANBOCK
)ss. County of)	
On this day of, 20, before me, ARTHUR D. STARBUCK, who is personally known to me to be the same	person whose name is subscribed to the foregoing
instrument, and he/she acknowledged that he/she signed, sealed, and de voluntary act for the uses and purposes therein set forth.	livered the said instrument as his/her free and
The second of th	
	Notary Public
	My Commission Expires:
(0.1)	

Executed this	day of	, 20
toto of	1	CAROLYN M. PONDER
state of)ss.	
County of		
CAROLYN M. PONDER, who is	personally known to me ledged that he/she signe	o, before me, a notary public in and for said county, appeared to be the same person whose name is subscribed to the foregoing d, sealed, and delivered the said instrument as his/her free and h.
		Notary Public
		My Commission Expires:
(Seal)		
State of $\frac{CM-\sqrt{s_{c}}}{County of}$ On this $\frac{S}{ARTHURD}$, who is	Decembr, 20 s personally known to m ledged that he/she signe	ARTHUR D. STARBUCK DE L before me, a notary public in and for said county, appeared to be the same person whose name is subscribed to the foregoing and, sealed, and delivered the said instrument as his/bef free and
		Steve m Del Sr Notary Public
(Seal)	STEVEN M DI Commission i Notary Public	: 1211742

Executed this 20th day of December, 2002

State of CACIFORNA)ss.
County of San Diego)

On this <u>Jo</u> day of <u>Decembar</u>, 2000, before me, a notary public in and for said county, appeared CLARK L. BALLANTYNE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

OFFICIAL SEAL SHARON KAY LUX OTARY PUBLIC-CALIFORNIA COMM. NO. 1236967 SAN DIEGO COUNTY MY COMM. EXP OCT 8 2003

My Commission Expires 10-0803