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ATTY. DOCKET NO. 96828/24

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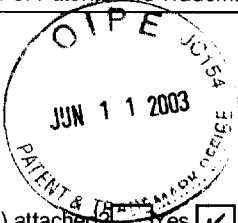


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FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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



1. Name of conveying party(ies):

Richard P. Richman
Craig Singer

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Richman/Singer Venture
Internal Address: _____

Street Address: 599 West Putnam Avenue

City: Greenwich State: CT Zip: 06830

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 06-10-03

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) _____
09/267,255
B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Richard L. Moss, Esq.
Internal Address: Kramer Levin Naftalis & Frankel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
50-0540

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9. Signature.
06/18/2003 LUMELLER 00000017 09067235
01 FC:0021 40.00 OP
Richard L. Moss
Name of Person Signing

Richard L. Moss
Signature

06-11-03
Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

WHEREAS, We, Richard P. Richman ("RPR"), a citizen of the United States, having an address of 11 Conyers Farm Drive, Greenwich, CT 06831, and Craig Singer ("CS"), a citizen of the United States, having an address of 148 Meeting House Road, Bedford Corners, NY 10549 (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in a **METHOD AND SYSTEM FOR CONVERTING A DESIGNATED PORTION OF FUTURE SOCIAL SECURITY AND OTHER RETIREMENT PAYMENTS TO CURRENT BENEFITS**, for which an application for Letters Patent of the United States was filed on March 12, 1999, and was assigned Serial No. 09/267,255; and

WHEREAS, Richman/Singer Venture, a joint venture owned and controlled equally by RPR and CS, having an office at 599 West Putnam Avenue, Greenwich, Connecticut 06830 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the receipt of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY covenant that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;

