

06-08-2004

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1-31-92

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U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner of Pa

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ed original documents or copy thereof.

1. Name and Address of Conveying Party(ies):

Sanford J. Morganstein
14N880 Lac Du Beatrice Drive
West Dundee, Illinois 60118

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

☐ Yes ☒ No

3. Nature of conveyance:

☒Assignment - 40%
undivided interest☐ Merger☐ Security Agreement☐ Change of Name☐ Other

2. Name and Address of receiving Party(ies):

Name: Illinois Information Technology Corp.
Internal Address:
Street Address: 14N880 Lac Du Beatrice Drive
City: West Dundee
State: Illinois Zip 60118Additional name(s) & address(es)
attached?☐ Yes ☒ No

Effective Date/Execution Date: May 24, 2004

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) 10/352,848

B. Patent No.(s)

Additional Numbers attached?

☐ Yes ☒ No

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

Name: Christopher W. Kennerly.
Internal Address: Baker Botts L.L.P.
Street Address: 2001 Ross Avenue, Suite 600
City: Dallas
State: Texas Zip: 75201-2980

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:

(Attach Duplicate Copy of this page if paying by deposit account)

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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.

Christopher W. Kennerly

Name of Person Signing

Signature

Date

6/2/04

Total number of pages including cover sheet

3

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

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PATENT ASSIGNMENT

WHEREAS, SANFORD J. MORGANSTEIN (hereafter "Assignor"), an individual, having an address of 14N880 Lac Du Beatrice Drive, West Dundee, Illinois 60118, is the owner of an undivided forty percent (40%) interest in and to U.S. Patent Application Serial No. 10/352,848 filed January 27, 2003 and entitled "AUTHENTICATING A CALLER BEFORE PROVIDING THE CALLER WITH ACCESS TO ONE OR MORE SECURED RESOURCES" and the invention described and claimed therein (hereinafter the "Patent Property"); and

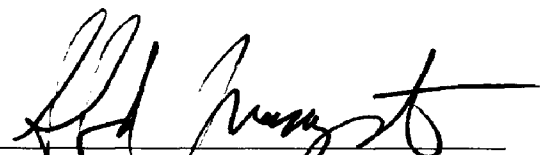
WHEREAS, ILLINOIS INFORMATION TECHNOLOGY CORPORATION (hereafter "Assignee"), an Illinois corporation, having an address of 14N880 Lac Du Beatrice Drive, West Dundee, Illinois 60118, desires to acquire the undivided forty percent (40%) interest in and to the Patent Property.

NOW, THEREFORE, for the sum of \$10.00 as good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee Assignor's undivided forty percent (40%) right, title and interest in and to the Patent Property, as well as all continuations, divisionals, and continuations-in-part of said Patent Property, and all reissues and extensions 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 legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor also assigns to Assignee Assignor's undivided forty percent (40%) right, title and interest in and to the inventions disclosed in said Patent Property throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said Patent Property in its own name throughout the world, including the right to publish cautionary notices reserving ownership of said inventions and all rights to register said Patent Property in appropriate registries. Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

Assignor also agrees to communicate to Assignee any facts known to it respecting any improvements to the inventions disclosed in said Patent Property and, at the expense of Assignee, will testify in any legal proceedings, sign all lawful papers, execute all continuation, divisional, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said Patent Property in all countries.

IN WITNESS WHEREOF, this Patent Assignment has been duly executed on the date and in the capacity shown below.

By 
Sanford J. Morganstein

Date: 5/24/04