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Attorney Docket No. 116601

Please record the attached document.

Total number of pages including cover sheet, attachments, and document: 3

1. A. Name of conveying parties:
 (1) James H. HALPIN
 (2) Keith MACBEATH

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

2. A. Name and address of receiving party:
 DE LA RUE INTERNATIONAL, LIMITED
 DE LA RUE HOUSE, JAYS CLOSE,
 VIABLES, BASINGSTOKE,
 HAMPSHIRE, UNITED KINGDOM
 P09 6HE

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

B. Execution Date: (1) January 17, 2005;
(2) January 16, 2005

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

4. A. Patent Application No.(s) 10/969,991 B. Patent No.(s) _____

Additional numbers attached? Yes No

C. Title of Application: METHOD AND APPARATUS FOR PROCESSING CHECKS

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

Name: James A. Oliff

Address: OLIFF & BERRIDGE, PLC
P.O. Box 19928
Alexandria, VA 22320
Phone Number: 703-836-6400
Fax Number: 703-836-2787

6. Total number of applications and patents involved: 1

7. Please charge Deposit Account No. 15-0461 the total fee (37 CFR 3.41) in the amount of \$40.00.

8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.

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.

Mario A. Costantino Date: January 26, 2005

James A. Oliff Registration No. 27,075
 Mario A. Costantino Registration No. 33,565

CH \$40.00 150461 10969991

WORLDWIDE ASSIGNMENT

- (1-8) **Insert Name(s) of Inventor(s)**
- (1) James H. HALPIN (5) _____
- (2) Keith MACBEATH (6) _____
- (3) _____ (7) _____
- (4) _____ (8) _____

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, the receipt and sufficiency of which are hereby acknowledged, each undersigned agrees to assign, and hereby does assign, transfer and set over to

- (9) **Insert Name of Assignee** (9) DE LA RUE INTERNATIONAL, LIMITED
- (10) **Insert Address of Assignee** (10) DE LA RUE HOUSE, JAYS CLOSE, VIABLES, BASINGSTOKE, HAMPSHIRE, UNITED KINGDOM PO9 6HE

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100 and for all other countries: in the invention; in all applications for patent or similar rights on the invention, said applications including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and reissue application(s), including any application(s) filed in any country based thereon, and including the right to file foreign applications under the provisions of any treaty or convention; and in all grants, such as Letters Patent, certificates, utility models, confirmations, extensions, reissues and reexamination certificates that may be granted in the U.S. and in all other countries on the invention, known as

- (11) **Insert Identification, such as Title, Case Number or Foreign Application Number** (11) METHOD AND APPARATUS FOR PROCESSING CHECKS

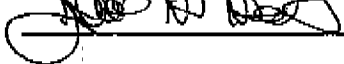
(Attorney Docket No. 116601).
for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or

- (12) **Insert Date of Signing of Application** (12) on _____

- (13) **Alternative Identification for filed applications** (13) U.S. Application Serial Number 10/969,991
filed October 22, 2004

- 1) Each undersigned agrees to execute all papers necessary in connection with any application and/or grant for the invention and also to execute separate assignments in connection with such applications and grants as the Assignee may deem necessary.
- 2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or grant for the invention and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.
- 3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
- 4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm a valid grant to the Assignee in the United States and any other country in which the Assignee may file a patent application(s).
- 5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and other issuing authorities to issue any and all grants resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement(s) in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.
- 6) Each undersigned hereby grants the firm of **OLIFF & BERRIDGE, PLC** the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of any issuing authority, including the United States Patent and Trademark Office, for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date	<u>Jan 17, 2005</u>	Inventor Signature		(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)

WORLDWIDE ASSIGNMENT

- (1-8) **Insert Name(s) of Inventor(s)**
- (1) James H. HALPIN
- (2) Keith MACBEATH
- (3) _____
- (4) _____
- (5) _____
- (6) _____
- (7) _____
- (8) _____

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- (10) **Insert Address of Assignee**
- (9) DE LA RUE INTERNATIONAL, LIMITED
- (10) DE LA RUE HOUSE, JAYS CLOSE, VIABLES, BASINGSTOKE, HAMPSHIRE, UNITED KINGDOM P09 6HE

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100 and for all other countries: in the invention; in all applications for patent or similar rights on the invention, said applications including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and reissue application(s), including any application(s) filed in any country based thereon, and including the right to file foreign applications under the provisions of any treaty or convention; and in all grants, such as Letters Patent, certificates, utility models, confirmations, extensions, reissues and reexamination certificates that may be granted in the U.S. and in all other countries on the invention, known as

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(Attorney Docket No. 116601).

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4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm a valid grant to the Assignee in the United States and any other country in which the Assignee may file a patent application(s).

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6) Each undersigned hereby grants the firm of OLIFF & BERRIDGE, PLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of any issuing authority, including the United States Patent and Trademark Office, for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date	<u>1/16/2005</u>	Inventor Signature	<u>Keith Macbeath</u>	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)