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Atty Ref/Docket No.: 31271-1001-UT

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):
Loretta A. Martinez

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

Name: Nickel Brand Software, Inc.

Street Address: 40-B Juanito Avenue

City: Moriarty State: NM Zip: 87035

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

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

3. Nature of conveyance:

[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other

Execution Date: February 1, 2005

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)

B. Patent No.(s)

Serial No. 11/032,638, filed January 10, 2005

Serial No. PCT/US05/00652, filed January 10, 2005

Additional numbers attached? [] Yes [X] No

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

Name: Jeffrey D. Myers

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6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41): \$ 80.00

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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.

Jeffrey D. Myers/Reg. No. 35,964

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Total number of pages including cover sheet: 4

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Alexandria, VA 22313-1450

PATENT

REEL: 015651 FRAME: 0416

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ASSIGNMENT OF INVENTION AND PATENT RIGHTS**Inventor:** Loretta A. Martinez**U.S. Patent Application Serial No.:** 11/032,638**Filing Date:** January 10, 2005**PCT Patent Application Serial No.:** PCT/US05/00652**Filing Date:** January 10, 2005

For valuable consideration received or to be received, and hereby acknowledged, Loretta A. Martinez of 40-B Juanito Avenue, Moriarty, New Mexico 87035, (hereinafter referred to as "Inventor"), hereby sells, assigns and transfers unto Nickel Brand Software, Inc. of 40-B Juanito Avenue, Moriarty, New Mexico 87035, its successors and assigns (hereinafter referred to as "Assignee"), the entire interest for the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, in and to a certain invention or improvement known as *Brand Recognition System*, and described in an application filed in the United States Patent and Trademark Office on January 10, 2005, as Attorney Docket No. 31271-1001-UT, and given U.S. Patent Application Serial No. 11/032,638, which claims priority to provisional patent application Serial No. 60/535,676 filed on January 9, 2004 and provisional patent application Serial No. 60/592,444 filed on July 30, 2004, and an international application filed before the Patent Cooperation Treaty Organization on January 10, 2005 as Attorney Docket No. 31271-1001-PCT, and given Serial No. PCT/US05/00652, which claims priority to provisional patent application Serial No. 60/535,676 filed on January 9, 2004 and provisional patent application Serial No. 60/592,444 filed on July 30, 2004, and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said invention, or any parts thereof, or on said application, or on any provisional, utility, divisional, continuing, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. And Inventor agrees hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents.

Inventor hereby authorizes and requests the attorneys of record in said applications to insert in this Assignment the serial numbers of said applications when officially known.

Inventor further agrees with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Inventor which are not in the public domain and which relate to the above-mentioned invention or improvement, its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventor agrees to disclose or provide all Related Know-How to Assignee when discovered or upon request.

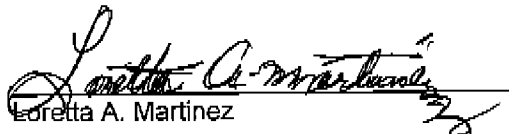
Inventor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to Inventor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Inventor's rights in the above-mentioned invention or improvement and Related Know-How and any patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Inventor has full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Inventor" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Inventor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and all foreign countries' equivalent officials, to issue such Letters Patent as shall be granted on said application or applications based thereon to Assignee.

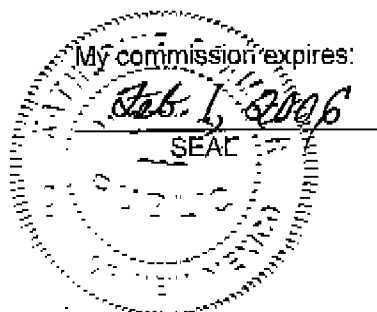
DATED this 27th day of January, 2005.


Loretta A. Martinez

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

This instrument was acknowledged before me this 27th day of January, 2005, by
Loretta A. Martinez.


Notary Public



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