

Form PTO-1595 (Rev. 09/04)  
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U.S. DEPARTMENT OF COMMERCE  
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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Controlled Access, LLC

Execution Date(s) July 30, 2004

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

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

Name: VCS Acquisition, LLC

Internal Address: \_\_\_\_\_

Street Address: 13400 W 99th Street

City: Lenexa

State: KANSAS

Country: USA

Zip: 66215

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

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

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

09/731,361

Additional numbers attached?  Yes  No

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

Name: Kyle L. Elliott

Internal Address: Spencer Fane Britt Browne

Street Address: 1000 Walnut, Suite 1400

City: Kansas City

State: MO

Zip: 64106

Phone Number: 816-474-8100

Fax Number: 816-474-3216

Email Address: sfbaction@spencerfane.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0354

Authorized User Name William W. Lewis III

**9. Signature:**

February 3, 2005

Signature

Date

William W. Lewis III

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 500354 09731361

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("**Assignment**") is made and entered into as of this 30th day of July, 2004, by and between Controlled Access, LLC, a Florida limited liability company (hereinafter "**Assignor**"), and VCS Acquisition, LLC, a Kansas limited liability company (hereinafter "**Assignee**").

**WHEREAS**, Assignor owns all right, title, and interest in, to, and under the patents listed on the attached schedule (the "**Patents**"); and

**WHEREAS**, Assignor and Assignee are parties to a certain Asset Purchase Agreement made and entered into as of July 30, 2004, which provides for, among other things, the assignment of its rights in the Patents from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign, transfer, and set over unto said Assignee all of its right, title, and interest in, to and under the Patents and all inventions described and/or claimed therein, and any applications claiming priority therefrom, and in and to any Letters Patent which may be granted and issued, in and for the United States of America and all foreign countries, including all treaty and convention rights, and the right to sue for present, past, and future infringement, enforce any rights and file any causes of action related thereto (either in law or equity), and to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, the same to be held and enjoyed by said Assignee, its successors and assigns, to the full extent permissible under any applicable laws and ends of the terms for which all Letters Patents therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

Assignee is hereby authorized to make application for and to receive Letters Patent for said inventions in any countries at its election. The Assistant Commissioner for Patents is hereby authorized and requested to issue any and all Letters Patent of the United States for said inventions to said Assignee. And by this covenant the Assignor agrees to execute or procure any further necessary assurance of its title to said inventions, patents and patent applications; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect Assignee's rights to said inventions, patents and patent applications in Assignee, its successors, assigns or other legal representatives; and upon the request of said Assignee, will execute any additional applications for patents for said inventions, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefor; and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of said Assignee, its successors, assigns, or other legal representatives.

**PATENT**

**REEL: 015655 FRAME: 0478**

**CONTROLLED ACCESS, LLC**

**VCS ACQUISITION, LLC**

By: *Ken Carter*  
Title: *President & Managing Member*  
Dated: *7/30/04*

By: *[Signature]*  
Title: *President C.F.O*  
Dated: *7/30/04*

Schedule to Patent Assignment  
 Owner/Applicant Controlled Access, LLC

Docket No.	Country/ Region/ Treaty	Title	Serial No.	Filing Date	Patent No.	Issue Date
27885	US	Controlled access storage terminal	09/731,361	12/6/2000	n/a	n/a