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

825-04

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

1. Name of conveying party(ies)

BRIAN MEJIAS THOMAS G. CAIN
GARRET ENGLISH LEONARD DeCARO

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

2. Name and address of receiving party(ies)

Name: PHONECHARGE, INC.
58 School Street
Glen Cove, New York 11542

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

16834 U.S. PTO
10/925592
082504

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 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: August 24, 2004

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: **Thomas M. Galgano, GALGANO & BURKE**

Internal Address: _____

Street Address: **300 Rabro Drive, Suite 135**

Hauppauge **New York** **11788**
City State Zip Code

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)\$**40.00**

Enclosed PTO-2038 Credit Card Payment Form
 Authorized to be charged to deposit account

8. Deposit account number:

07-0130

(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.

Thomas M. Galgano
Name of Person Signing

Signature

8/25/04
Date

Total number of pages including cover sheet, attachments, and documents: 5

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

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PATENT
REEL: 015733 FRAME: 0784

**ASSIGNMENT OF UNITED STATES PATENT
APPLICATION AND FOREIGN PATENT RIGHTS**

In consideration of the sum of ONE DOLLAR paid to us and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, hereby sell, assign, transfer and convey unto PHONECHARGE, INC., (hereinafter referred to as "Assignee"), having a business address of 58 School Street, Glen Cove, New York 11542, the entire right, title and interest for the United States and the territories thereof, and for all foreign countries including the rights to claim priority under the laws of all countries or under the International Convention or other present or future conventions between or among countries, in and to the invention relating to **METHODS AND APPARATUS FOR PROCESSING ELECTRONIC CHECKS** as set forth in our United States Patent Application executed concurrently herewith, and in and to said application and in and to any patent which may issue on said application, and to any other application filed in the United States or elsewhere, including divisions, continuations, and patents of importation, and any patents resulting therefrom, aimed to cover any invention disclosed in said above-specified applications, and any reissue, extension or renewal thereof.

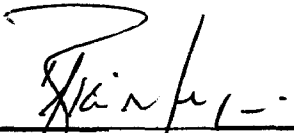
We hereby authorize and request the Patent Office Officials in the United States and any and all foreign countries to issue any and all of said Letters patent, when granted, to Assignee for the use and enjoyment of the Assignee, its successors and assigns.

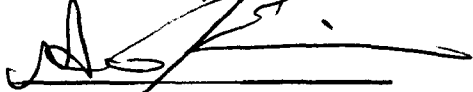
Each of the undersigned warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith;

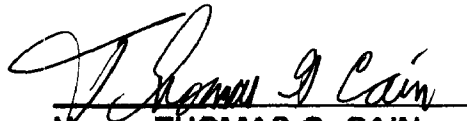
Each of the undersigned further covenants and agrees that at any time upon request of said ASSIGNEE, its successors, legal representatives or assigns he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention or patent application and that he will execute and deliver any papers, make all rightful oaths;

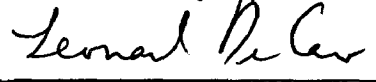
And we hereby bind ourselves, our heirs, legal representatives, administrators and assigns to communicate any facts and provide evidence to said Assignee, or his representatives known to him respecting said invention, sign all papers, execute all necessary assignment papers to cause any and all of said Letters patent to be issued to Assignee, make all oaths, petitions, or execute other papers and instruments and generally do everything which in the opinion of counsel for said Assignee, its successors and assigns, may be required or necessary to obtain and enforce protection for said invention or inventions in the United States and in any and all foreign countries, and to carry into full force and effect the sale, assignment and transfer hereby made or agreed to be made.

IN WITNESS WHEREOF, we have executed this Assignment on the
respective dates set forth below.


Name: BRIAN MEJIAS
Date: 8-24-04


Name: GARRET ENGLISH
Date: 8/24/04


Name: THOMAS G. CAIN
Date: 8/24/04


Name: LEONARD DeCARO
Date: 8/24/2004

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