

01-06-2005

12-21-04



HEET

To the Director of the United St.

102905423

a attached documents or the new address(es) below

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

Yuliang Zheng  
Neil Kevin Kauer  
David Victor Badia

Execution Date(s): 12/16/04 & 12/20/04

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

2. Name and address of receiving party(ies)

Name: Wachovia Corporation

Internal Address:

Street Address: 201 South College Street

City: Charlotte

State: NC

Country: US

Zip: 28288

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

3. Nature of conveyance:

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

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)

Additional numbers attached?  Yes  No

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

Name: Susan S. Jackson

Internal Address: Kennedy Covington Lobdell & Hickman, LLP

Street Address: 214 North Tryon Street

Hearst Tower, 47th Floor

City: Charlotte

State: NC

Zip: 28202

Phone Number: 704.331.7400

Fax Number: 704.353.3110

Email Address: sjackson@kennedycovington.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- 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

18-1215

Authorized User Name

Susan Jackson

9. Signature:

*Susan S. Jackson*  
Signature

December 21, 2004

Date

Susan S. Jackson

Name of Person Signing

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

6

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, VA 22313-1450

01/05/2005 DBYRNE 00000155 11019069

01 FC:8021

40.00 OP

ASSIGNMENT

WHEREAS,

**YULIANG ZHENG  
3122 Bridle Brook Way  
Charlotte, North Carolina 28270**

**NEIL KEVIN KAUER  
6012 Deas Drive  
Belmont, North Carolina 28012**

and

**DAVID VICTOR BADIA  
8603 Westhope Street  
Charlotte, North Carolina 28216**

(hereinafter "Assignors") have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

**CRYPTOGRAPHIC KEY BACKUP AND ESCROW SYSTEM**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignors hereby authorize and request Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: \_\_\_\_\_

Filed on: \_\_\_\_\_; and

WHEREAS,

**Wachovia Corporation  
201 South College Street  
Charlotte, North Carolina 28288**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors have agreed to sell, assign, transfer and convey, and by these presents do hereby sell, assign, transfer and convey, unto Assignee the entire right, title, interest, and obligations in, to and under:

- The Invention and the Application;
- Any patent of the United States of America that may be obtained for the Invention;
- Any corresponding applications for patent of the Invention in any and all foreign countries; and
- Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignors hereby covenant and agree, and bind any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement. Assignee shall reimburse Assignors for their reasonable out-of-pocket expenses incurred in providing such assistance and cooperation.

Assignors hereby authorize and empower Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignors hereby consent and agree that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any

purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignors covenant and agree that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Finally, Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

This the 16 day of December, 2004.

[Signature]  
YULIANG ZHENG (Assignor)

NOTARIZATION

State of NORTH CAROLINA)  
 County of IREDELL)  
 United States of America

On this 16 day of December, 2004, appeared before me the above-identified person who executed the foregoing document, and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity, and with authority to do so).

Ruth Burnett  
 Notary Public

My Commission Expires: Aug 22, 2006



This the 20<sup>TH</sup> day of December, 2004.

Neil Kevin Kauer

**NEIL KEVIN KAUER (Assignor)**

NOTARIZATION

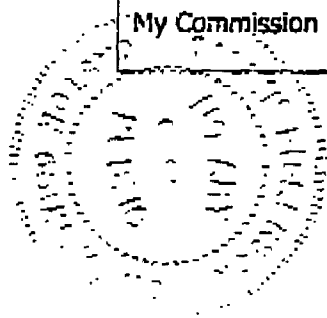
State of NC)  
County of mecklenburg)  
United States of America

On this 20 day of Dec, 2004, appeared before me the above-identified person who executed the foregoing document, and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity, and with authority to do so).

Carl O. Busch

Notary Public

My Commission Expires: April 01, 2006



This the 20th day of December, 2004.

David Victor Badia

**DAVID VICTOR BADIA** (Assignor)

NOTARIZATION

State of NC  
County of Mecklenburg  
United States of America

On this 20 day of Dec, 2004, appeared before me the above-identified person who executed the foregoing document, and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity, and with authority to do so).

Ed Olson

Notary Public

My Commission Expires: April 01, 2006

