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SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT**

CONVEYING PARTY DATA

Name	Execution Date
American Express Company	09/30/2005

RECEIVING PARTY DATA

Name:	Ameriprise Financial, Inc.		
Street Address:	200 Ameriprise Financial Center		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55474		

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	09415632

CORRESPONDENCE DATA

Fax Number: (602)382-6070

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 602-382-6228

Email: hsobelman@swlaw.com

Correspondent Name: Howard Sobelman, Snell & Wilmer L.L.P. Address Line 1: One Arizona Center, 400 E. Van Buren

Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER: 49335.0001

NAME OF SUBMITTER: Howard Sobelman

Total Attachments: 5

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PATENT

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("**Agreement**") is made and entered, effective October 1, 2005, by and between:

American Express Company, a New York company, with a principal place of business at 200 Vesey Street, 3 World Financial Center, New York, NY, 10285, USA ("**Assignor**"); and

Ameriprise Financial, Inc., a Delaware company, with a principal place of business at 200 Ameriprise Financial Center, Minneapolis, MN, 55474 USA ("**Assignee**").

WHEREAS, Assignor and Assignee have agreed to cause Assignor to assign and transfer to Assignee all of Assignor's right, title and interest in and to the patents and patent applications identified herein.

NOW, THEREFORE, in consideration of the sum of ten dollars (US\$10.00), the mutual agreements of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, and upon the terms set forth herein, agree as follows:

- Assignment. Assignor does hereby irrevocably assign, sell, transfer and set over to Assignee, its successors and assigns, its entire right, title and interest in, to and under the patents and patent applications set forth on Exhibit A hereto, including all rights pursuant to 35 U.S.C. § 154, any and all letters patents issuing from continuing, counterparts, and divisional applications, substitutions, reissues, extensions, renewals and reexaminations thereof, any foreign counterparts thereof, and any existing licenses that may be associated with the patents and patent applications between Assignor and affiliated and non-affiliated third parties (collectively, the "Assigned Patents") throughout the world, including any and all causes of action and rights to damages and profits, due or accrued, relating to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilutions. The assignment of the Assigned Patents in this Paragraph 1 includes all documents related to the conception, diligence and reduction to practice of the inventions claimed therein and all domestic and international patent filing documents (collectively, the "Related Documents").
- 2. <u>Successors and Assigns</u>. All of the terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, Assignor, Assignee and their respective successors and assigns.
- 3. **Further Assurances**. Assignor and Assignee shall, and shall cause each of their affiliates to, from time to time, execute and deliver such additional

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instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the other party, to vest in Assignee title to and enforce any rights in and to the Assigned Patents and Related Documents in accordance with this Agreement.

- 4. **Recordation**. This Agreement shall be recorded by Assignee in the U.S. Patent and Trademark Office, and foreign patent offices around the world, where it may be open for public inspection.
- 5. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA. The parties agree that any and all disputes, claims or controversies arising out of or related to this Agreement shall be submitted for binding arbitration. Unless the parties agree otherwise, any arbitration shall take place in the State of New York, New York County, USA, and shall be administered by, and pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The provisions of this paragraph may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment Agreement to be executed by their duly authorized representatives on the date(s) set forth below:

* Two Signature Pages Follow *

- 2 -

ASSIGNOR

American Express Company, a New York

company:

By:

Stephen P. Norman

Secretary

Date: September 30, 2005

Witness 1:

Printed Name:

Chutine Curran

Date: September 30, 2005

Witness 2:

Printed Name:

)RTIZ

Date: September 30, 2005

On this 30th day of September, 2005, before me, Anne Schepp, personally appeared Stephen P. Norman of **American Express Company**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

ANNE C. SCHEPP Notary Public, State of New York No. 01SC4762211

Qualified in New York County Commission Expires Oct. 31, 2006

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ASSIGNEE

Ameriprise Financial, Inc., a Delaware

company:

By:

Printed Name:

Stephen P. Norman Assistant Secretary

Date: September 30, 2005

Witness

Printed Name:

Christine Curran

Date: September 30, 2005

Witness 2

Printed Name:

Date: September 30, 2005

On this 30th day of September, 2005, before me, Anne C. Schepp, personally appeared Stephen P. Norman of **Ameriprise Financial, Inc.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

ANNE C. SCHEPP Notary Public, State of New York No. 01SC4762211 Qualified in New York County Commission Expires Oct. 31, 2006

ANNE C. SCHEPP
Notary Public, State of New York
No. 01SC4762211
Qualified in New York County
Commission Expires Oct. 31, 20_6

Exhibit A

Appl. Number	Filing Date	<u>Issue</u> No.	Foreign Counterparts
09/415,632	10/12/1999		PCT: Appl. No. PCT/US00/26440, filed 9/26/2000 EPO: Appl. No. EP 00968416.8, filed 5/2/2002; Grant No. 1222596, Granted 12/3/2003 Singapore: Appl. No. 200202062-6, filed 9/26/2000; Patent No. 88303, granted 12/31/2003 Hong Kong: Appl. No. 02105633.0, filed 7/31/2002; Reg. No. HK1044203; granted 4/30/2004

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