

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Odie Kenneth Carter Revocable Trust UTA dated July 16, 1999</td><td>12/22/2000</td></tr><tr><td>Carol S. Carter Revocable Trust UTA dated July 16, 1999</td><td>12/22/2000</td></tr></tbody></table>		Name	Execution Date	Odie Kenneth Carter Revocable Trust UTA dated July 16, 1999	12/22/2000	Carol S. Carter Revocable Trust UTA dated July 16, 1999	12/22/2000				
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Carol S. Carter Revocable Trust UTA dated July 16, 1999	12/22/2000										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Controlled Access, LLC</td></tr><tr><td>Street Address:</td><td>2391 Oakes Blvd</td></tr><tr><td>City:</td><td>Naples</td></tr><tr><td>State/Country:</td><td>FLORIDA</td></tr><tr><td>Postal Code:</td><td>34119</td></tr></table>		Name:	Controlled Access, LLC	Street Address:	2391 Oakes Blvd	City:	Naples	State/Country:	FLORIDA	Postal Code:	34119
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PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11094973</td></tr></tbody></table>		Property Type	Number	Application Number:	11094973						
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Application Number:	11094973										
CORRESPONDENCE DATA											
Fax Number: (816)474-3216 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 816-474-8100											
Email: sfbbacktion@spencerfane.com											
Correspondent Name: Marcia Shutts, Spencer Fane Britt Browne											
Address Line 1: 1000 Walnut, Suite 1400											
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ATTORNEY DOCKET NUMBER:	5010223-26										
NAME OF SUBMITTER:	Kyle L. Elliott										
Total Attachments: 4 source=AssTrusttoControlAccp1#page1.tif source=AssTrusttoControlAccp2#page1.tif source=AssTrusttoControlAccp3#page1.tif											

CH 11094973 \$40.00

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PATENT
REEL: 016833 FRAME: 0140

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("ASSIGNMENT") is made and entered into and effective as of the 1st day of December, 2000, by and between the ODIE KENNETH CARTER REVOCABLE TRUST UTA DATED JULY 16, 1999, established under the laws of the State of Kansas, and the CAROL S. CARTER REVOCABLE TRUST UTA DATED JULY 16, 1999, established under the laws of the State of Kansas (collectively "Assignors"), and CONTROLLED ACCESS, LLC, a limited liability company organized and existing under the laws of the State of Florida, having its principal place of business located at 2391 Oakes Boulevard, Naples, Florida 34119 ("Assignee").

WHEREAS, Assignors, each owning an undivided one-half (1/2) interest in all right, title, and interest in, to, and under the United States Patent Applications, as set forth on the attached Schedule A, including the inventions described and/or claimed therein (the "Patent Assets"), represent and warrant that collectively they own all right, title, and interest in, to, and under the Patent Assets; and

WHEREAS, Assignee desires to acquire all right, title, and interest in, to, and under the Patent Assets;

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

Assignors, each assignor selling, assigning, transferring, and setting over its own undivided one-half (1/2) interest in all right, title, and interest in, to, and under the Patent Assets, do hereby sell, assign, transfer, and set over unto said Assignee their entire right, title, and interest in and to the Patent Assets, including any reissues or reexaminations thereof, and any continuing, continuation, continuation-in-part, divisional, foreign counterpart, and/or Patent Cooperation Treaty applications which may be hereinafter filed, 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, as well as any and all know-how and/or confidential, proprietary, and/or trade secret information relating thereto, 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 applications for and to receive Letters Patents 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 Patents 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 title to said invention and Letters Patent; 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 the title to said invention or any Letters Patents which may be granted therefor in said Assignee, its successors, assigns or other legal representatives, and, upon the request and at the expense of said Assignee, will execute any additional or divisional applications for patents for said invention, 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.

THE ODIE KENNETH CARTER
REVOCABLE TRUST UTA DATED
JULY 16, 1999

Dated: 12/22/00

By:

Kenneth Carter
Kenneth Carter, Trustee

State of Fl.)
County of Collier) SS

Before me this 22 day of December, 2000, personally appeared Kenneth Carter to me personally known to be the person described in and who executed this instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Sharon L. Vath
Notary Public

My commission expires:



THE CAROL S. CARTER
REVOCABLE TRUST UTA DATED
JULY 16, 1999

Dated: 12/22/00

By: Carol S. Carter
Carol S. Carter, Trustee
L. ew

State of Fl.)
County of Collier) SS

Before me this 22 day of December, 2000, personally appeared Carol S. Carter to me personally known to be the person described in and who executed this instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Sharon L. Vath
Notary Public

My commission expires:



Schedule A to Patent Assignment

U.S. Patents

None

U.S. Patent Applications

1. U.S. Patent Application Serial No. 60/169,230
For: CONTROLLED ACCESS STORAGE TERMINAL
Docket No.: 27885P
Filed: December 6, 1999
2. U.S. Patent Application Serial No. 09/731,361
For: A SYSTEM, METHOD, AND COMPUTER PROGRAM FOR
MANAGING STORAGE AND DISTRIBUTION OF MONEY TILLS
Docket No.: 27885
Filed: December 6, 2000

Foreign Patents

None

Foreign Patent Applications

None