

09-26-2005

9/20/05



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To the Assistant Commissioner for P

ents or copy thereof.

1. Name of conveying party(ies):

Mark Levenick

2. Name and Address of receiving party(ies):

Name: TIDEL ENGINEERING, L.P.

Address: 2310 McDaniel Drive

City: Carrollton

State: Texas 75006

Additional name(s) and address(es)? ___ Yes X NoAdditional name(s) & address(es) attached? ___ Yes X No

3. Nature of Conveyance:

X Assignment ___ Merger

___ Security Agreement ___ Change of Name

___ Other _____

Execution Date: March 29, 2005

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

___ This document is being filed together with a new application.

Title: **Secured Pin Entry Device**

Filing Date: September 2, 2004

Docket No: TIDEL-P1002 (TIDE03153PTUS)

A. Patent Application No.(s)

10/933,020

Additional numbers attached? ___ Yes x No

B. Patent No.(s)

Additional numbers attached? ___ Yes x No

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

Name: D. Scott Hemingway
Hemingway, LLPAddress: Preston Commons West, Suite 460
8117 Preston Road

City: Dallas

State: TX Zip: 75225

6. Number of applications and patents involved: 1

OPR/FIN/MAH

7. Amount of fee enclosed or authorized to be charged:
\$40.008. Deposit Account No: 501270

This form is submitted in duplicate.

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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.*9/15/05
DateMalcolm W. Pipes
Malcolm W. Pipes (Reg. No. 46,996)Total Number of Pages Including Cover Sheet, Attachments, and Document: 3

APR 21 2005

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To the Assistant Commissioner for Patents. Please record t

1. Name of conveying party(ies):

Flynt Moreland
Douglas Busch
James Hoffmaster
Doug Powers

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Name: TIDEL ENGINEERING, L.P.

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City: Carrollton

State: Texas 75006

Additional name(s) and address(es)? ☐ Yes ☒ No

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

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☐ Security Agreement ☐ Change of Name
☐ Other _____

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To be assigned to this case

Additional numbers attached? ☐ Yes ☒ No

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Additional numbers attached? ☐ Yes ☒ No

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Date

4/18/05

D. Scott Hemingway
D. Scott Hemingway (Reg. No. 36,366)

Total Number of Pages Including Cover Sheet, Attachments, and Document: 3

04/25/2005 ECOOPER 00000122 HEMINGWAY D

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PATENT
REEL: 017007 FRAME: 0973

ASSIGNMENT

WHEREAS, the undersigned inventor(s), hereinafter called the "Assignor", has invented a new and useful invention entitled:

SECURED PIN ENTRY DEVICE

for which reference a full description is here made in an application for Letters Patent of the United States filed herewith.

WHEREAS, TIDEL INDUSTRIES, INC., a Delaware company having a principal office and place of business at Tidel Engineering, Inc., 2310 McDaniel Drive, Carrollton, Texas 75006, hereinafter called the "Assignee", is desirous of acquiring the entire right, title and interest in and to said invention, the application above identified, and in, to and under Letters Patent which may be obtained for said invention, as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in and to the invention and the application herein above identified, and all Letters Patents that may issue for the said invention, and all divisions, reissues, substitutions, continuations, and extensions thereof, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns to the full end of the term for which any and all of said Letters Patents for the said invention may issue.

FURTHER, be it known that the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, its successors and assigns, the entire foreign rights to the invention disclosed in said application, in all countries of the world, including the right to file applications and obtain patents under the terms of the International Convention for the Protection of Industrial Property, and of the European Patent Convention, and further agrees to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights.

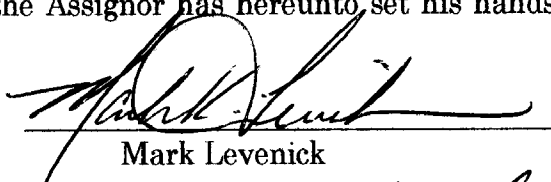
And the Assignor does hereby covenant and agree, for himself and his legal representatives, that they will assist the Assignee in the prosecution of the application herein identified; in the making and prosecution of any other applications for Letters Patent that the Assignee may elect to make covering the invention herein identified, as hereinbefore set forth, including any application for reissue, application for reexamination, application for foreign patent rights, or any proceeding in the United States Patent and Trademark Office affecting the invention, investing in the Assignee exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference which may arise involving said invention, or any application or Letters Patents herein

contemplated; that they will promptly execute and deliver to the Assignee any and all additional papers and make all lawful oaths which may be requested by the Assignee to fully carry out the terms of this assignment; and further that they will communicate to Assignee, or to its successors, assigns, and legal representatives, any facts known respecting said invention, and at the expense of the Assignee, testify in any legal proceedings, and generally do everything possible to aid the Assignee, its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

And the Commissioner of Patents and Trademarks is hereby authorized and requested to issue all Letters Patent to the Assignee in accordance with the terms of the assignment.

IN TESTIMONY WHEREOF, the Assignor has hereunto set his hands on the date indicated below.

Dated: 3/29/05


Mark Levenick

Date: 3/29/05

Witness: Flynt Moreland
Flynt Moreland
(print name)