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Substitute for Form PTO-1595

Attorney's Docket No. 1032693-000127

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

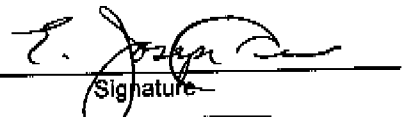
<p>1. Name of conveying party(ies):</p> <p>Franklin C. Simon</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Payment Protection Systems, Inc.</p> <p>Address: 42181 Avenida Alvarado, Suite B Temecula, CA 92590</p> <p>Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>Execution Date: January 12, 2006</p>	

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: _____

<p>A. Patent Application No.(s)</p> <p>11/257,122</p>	<p>B. Patent No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: _____</p> <p>Address: Buchanan Ingersoll PC Including attorneys from Burns, Doane, Swecker & Mathis Customer Number 2 1 8 3 9 P.O. Box 1404 Alexandria, VA 22313-1404</p>	<p>6. Total number of applications and patents involved: <input type="text" value="1"/></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00 (8021)</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Credit card. Form PTO-2038 is attached.</p> <p>8. Deposit account number: <u>02-4800</u> (Attach duplicate copy of this page if paying by deposit account.)</p>
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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.

<p>E. Joseph Gess</p> <p>Name of Person Signing</p>	<p>28,510</p> <p>Reg. No.</p>	 Signature	<p>February 8, 2006</p> <p>Date</p>
<p>Total number of pages including cover sheet, attachments, and documents: <input type="text" value="3"/></p>			

Mail documents to be recorded with required cover sheet information to:
Director of the United States Patent and Trademark Office / Mail Stop Assignment Recordation Services
P.O. Box 1450 / Alexandria, VA 22313-1450

CH \$40.00 024800 11267122

Attorney Docket No. 032693-127**SOLE ASSIGNMENT**

THIS ASSIGNMENT, by Franklin C. SIMON, residing at
1601 South Ocean Drive, Hollywood, FL 33019

(hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor has invented certain new and useful improvements in the application for Letters Patent of the United States, entitled:

METHOD AND SYSTEM FOR MONITORING A VEHICLE

- (1) which is a provisional application
- (a) bearing Application No. _____, filed on _____;
- (b) to be filed herewith; or
- (2) which is a non-provisional application
- (a) bearing Application No. 11/257,122, filed on 10/25/2005;
- (b) having an oath or declaration executed on even date herewith prior to filing of application;
- (c) having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, Payment Protection Systems, Inc.
a corporation duly organized under and pursuant to the laws of California
and having its principal place of business at 42181 Avenida Alvarado, Suite B, Temecula, CA 92590

(hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

Buchanan Ingersoll PC
ATTORNEYS

Including attorneys from Burns Doane Swecker & Mathis

Page 1 of 2
(8/05)

PATENT
REEL: 017246 FRAME: 0668


Application No. 11/257,122
Attorney Docket No. 032693-127

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth:

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of Buchanan Ingersoll PC (including attorneys from Burns, Doane, Swecker & Mathis) to insert in the spaces provided above the title of the invention, filing date, application number, and attorney docket number of said application when known.

AND the Assignor hereby requests the Director of the United States Patent and Trademark Office to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

Date: 1/12/06 Signature of Assignor 
Franklin C. SIMON