

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIOPAY, LLC	02/22/2006
RECEIVING PARTY DATA	
Name:	PAY BY TOUCH CHECKING RESOURCES, INC.
Street Address:	101 Second Street
Internal Address:	Suite 1500
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11345284
Patent Number:	6957770
CORRESPONDENCE DATA	
Fax Number:	(412)281-0717
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412.454.5000
Email:	docketingpgh@pepperlaw.com
Correspondent Name:	W. Joseph Melnik
Address Line 1:	500 Grant Street
Address Line 2:	One Mellon Center, 50th Floor
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	129510.1
NAME OF SUBMITTER:	W. Joseph Melnik
Total Attachments: 9	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made and entered into effective as of January 17, 2006 ("Effective Date") by and between BIOPAY, LLC ("Seller"), a Virginia limited liability company, TIMOTHY ROBINSON ("Robinson"), in his capacity as an individual whose address is 12145 Chancery Station Circle, Reston, VA 20190 (each, an "ASSIGNOR" and collectively, the "ASSIGNORS") and PAY BY TOUCH CHECKING RESOURCES, INC. ("ASSIGNEE"), a Delaware corporation whose address is 101 Second Street, Suite 1500, San Francisco, CA 94105.

WHEREAS, pursuant to the terms and conditions of that certain Asset Purchase Agreement (the "Agreement") entered into as of December 6, 2005 by and between the ASSIGNORS and SOLIDUS NETWORKS, INC. ("Purchaser"), a Delaware corporation whose address is 101 Second Street, Suite 1500, San Francisco, CA 94105, the ASSIGNORS have agreed to assign, convey and transfer all Intellectual Property and Intellectual Property Rights as those terms are defined in the Agreement, including, but not limited to, those patents, patent applications and patents maturing from such patents and patent applications, including all foreign counterparts, reissued patents, re-examined patents, continuations, and continuations-in-part, identified in Exhibit A attached hereto, those registered trademarks, service marks and applications therefor, and all goodwill associated therewith, identified in Exhibit B attached hereto to the ASSIGNEE, and those copyright registrations and applications identified in Exhibit C attached hereto.

For good and valuable consideration, the receipt of which is hereby acknowledged, each above-named ASSIGNOR hereby assigns, conveys, transfers and delivers to ASSIGNEE, all right, title and interest in and to Intellectual Property and Intellectual Property Rights, including, but not limited to, those patents and patent applications identified in Exhibit A, for the United States and all foreign countries and all issuances, divisions, continuations, continuations-in-part, reissues, applications that claim priority to, and extensions thereof, and those trademark and service mark registrations and applications identified in Exhibit B, for the United States and all foreign countries and any registrations, applications, renewals and extensions thereof, and all other corresponding rights, including but not limited to common law rights, and those copyright registrations and applications identified in Exhibit C, for the United States and all foreign countries and any registrations, applications, renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any state thereof, any foreign country, or any other jurisdiction, to be held and enjoyed by ASSIGNEE, for its own use and benefit, and for its successors and assigns, as fully and entirely as the same would have been held by the ASSIGNORS had this Assignment not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property and Intellectual Property Rights, with the right to sue for, and collect the same for ASSIGNEE's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Each ASSIGNOR represents and warrants that it has full rights to execute this Assignment and to assign to ASSIGNEE the rights assigned herein and covenants that it will communicate to ASSIGNEE, or its successors and assigns, any facts known to ASSIGNOR respecting the Intellectual Property and Intellectual Property Rights, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, non-provisional, renewal and reissue applications, make all rightful oaths, and, at ASSIGNEE's reasonable request, do everything possible to aid ASSIGNEE, its successors and assigns to obtain and enforce proper protection for the Intellectual Property and Intellectual Property Rights in the United States and any foreign country, all at the expense of the ASSIGNEE.

The ASSIGNORS represent and warrant that they, collectively, are the sole and exclusive owners of all right, title and interest in and have good and valid title to the Seller IP (as defined in the Agreement), including the patents and patent applications set forth in Exhibit A and those trademark and service mark registrations and applications set forth in Exhibit B and those copyright registrations and applications set forth in Exhibit C, free and clear of any encumbrances.

In the event that any patent, trademark or service mark application filing dates or serial numbers are not known at the time this document is executed, each ASSIGNOR hereby grants permission to the attorneys of record in the patent applications to fill in the filing dates and/or serial numbers, and to record this assignment after such information is added.

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23 February, 2006.max

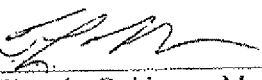
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IN WITNESS WHEREOF, ASSIGNORS and ASSIGNEE have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

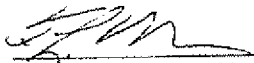
ASSIGNOR:

BIOPAY, LLC,
a Virginia limited liability company

Dated: 2/22/06

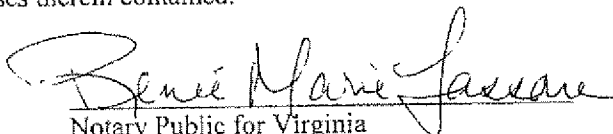
By 
Timothy Robinson, Manager

Dated: 2/22/06


TIMOTHY ROBINSON, in his capacity as an
individual

STATE OF VIRGINIA)
County of Fairfax) ss.

On this 22 day of February, 2006, before me, personally appeared Timothy Robinson, who, being by me duly sworn, did depose and say that he is the Manager of BIOPAY, LLC, a Virginia limited liability company, the company described in and which executed the above instrument, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained.


Notary Public for Virginia
My commission expires: _____

[SEAL]

STATE OF VIRGINIA)
) ss.
County of Fairfax)

On this 22 day of February, 2006, before me, personally appeared Timothy Robinson, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein contained.

Renee Marie Jaskovec
Notary Public for Virginia

My commission expires: _____

[SEAL]

My Commission Expires
August 31, 2009

ASSIGNEE:

PAY BY TOUCH CHECKING RESOURCES, INC.

Dated: 2/23/06

By

Steve Zelinger
Steve Zelinger, Secretary

Exhibit A

Issued U.S. Patents

Title	Pat. No.	Issue Date	App. No.	Filing Date	Owner
System and Method for Biological Authorization for Check Cashing	6,957,770	10/25/05	10/142,687	5/10/02	BioPay LLC

U.S. Patent Applications

Title	Pub. No.	Pub Date	App. No.	Filing Date	Owner
System and Method for Biological Authorization for Financial Transactions	20040034598	2/19/04	09/765,789	1/19/01	Timothy Robinson
System and Method for Biometric Authorization for Financial Transactions	20030061172	3/27/03	10/251,305	9/20/02	Timothy Robinson
System and Method for Automated Binning and Automatic Data Entry of Centralized Returns	20040078311	4/22/04	10/277,017	10/21/02	Timothy Robinson
System and Method for Biometric Authorization for Age Verification	20030177102	9/18/03	10/369,235	2/19/03	Timothy Robinson
System and Method for Biometric Authorization of Age-Restricted Transactions Conducted at an Unattended Device	20040153421	8/5/2004	10/625,045	7/23/03	Timothy Robinson
System and Method for Verifying Identity			10/464,148	6/18/03	Timothy Robinson
System and Method for Enrolling in a Biometric System			10/678,646	10/6/03	BioPay LLC
System and Method for Registering Augmenting Information in a Biometric System			10/725,394	12/3/03	BioPay LLC
System and Method for Enrolling in a Biometric System			10/743,189	12/23/03	BioPay LLC
System and Method for Delaying Payment Processing for Biometrically-Initiated Financial Transactions			10/775,079	2/11/04	BioPay LLC
System and Method for Biometrically-Initiated Refund Transactions			10/829,448	4/22/04	BioPay LLC
System and Method for a Biometric Tab			10/840,784	5/7/04	BioPay LLC
System and Method for Upgrading Biometric Data			10/840,239	5/7/04	BioPay LLC
System and Method for Providing A Line of Credit			10/844,532	5/13/04	BioPay LLC
System and Method for Activating Financial Tokens Via Biometric Recognition			10/848,354	5/19/04	BioPay LLC
System and Method for Enrolling in a Biometric System			10/861,864	6/7/04	BioPay LLC
A Biometric Entry System and Method			10/870,047	6/18/04	BioPay LLC

* For the avoidance of doubt, to the extent BioPay LLC owns any rights in this patent application, it hereby assigns such rights to Assignee pursuant to the terms of this Assignment.

A System and Method for Dispensing Value			10/891,503	7/15/04	BioPay LLC
System and Method for Authorizing Background Checks			10/910,515	8/3/04	BioPay LLC
System and Method for Employing User Information			10/910,514	8/3/04	BioPay LLC
A System and Method for Stand-In Processing			10/920,245	8/18/04	BioPay LLC
A System and Method for Negotiable Instrument Cashing System Incentives			10/983,786	11/09/04	BioPay LLC
A System and Method for Purchase Benefits at a Point of Sale			11/005,079	12/7/04	BioPay LLC
System and Method for Background Checks and Access Control			11/034,061	1/13/05	BioPay LLC
A System and Method for Enhancing the Functionality of a User Record in a Biometric System			11/034,054	1/13/05	BioPay LLC
A System and Method for Depositing Negotiable Instruments			11/034,051	1/13/05	BioPay LLC
A System and Method for Providing Non-Biometric Access to Users of a Biometric Authorization System			11/034,056	1/13/05	BioPay LLC
A System and Method for Tracking a Mobile Worker			11/034,055	1/13/05	BioPay LLC
System and Method for Renting a Vehicle			11/076,851	3/11/05	BioPay LLC
A System and Method for Categorizing Transactions			11/076,891	3/11/05	BioPay LLC
A System and Method for Categorizing Transactions			11/076,892	3/11/05	BioPay LLC
System and Method for Offering In-Lane Periodical Subscriptions			11/076,893	3/11/05	BioPay LLC
System and Method for Biometric Signature Authorization			11/123,111	5/6/05	BioPay LLC
System and Method for Providing Supplementary Restaurant Services			11/128,312	5/13/05	BioPay LLC
System and Method for Operating a Parking Facility			11/141,033	6/1/05	BioPay LLC
A System and Method for Biometric Authorization for Check Cashing			11/187,835	7/25/05	BioPay LLC
System and Method for Prepaid Biometric Redemption Accounts			11/187,836	7/25/05	BioPay LLC
System and Method for Negotiable Instrument Cashing Transaction Assistance Procedures			11/217,303	9/2/05	BioPay LLC
System and Method for Negotiable Instrument Cashing Fee Setup by Type			11/232,878	9/23/05	BioPay LLC
A System and Method for Advertising Based Upon a Negotiable Instrument Presented for Cashing			11/252,744	10/19/05	BioPay LLC
System and Method for Biometrically-Initiated Refund Transactions			11/284,156	11/22/05	BioPay LLC
System and Method for Verifying Identity			11/304,786	12/16/05	BioPay LLC

Fraud Deterrence System for Unattended Financial Token Transactions			11/304,785	12/16/05	BioPay LLC
A System and Method for Tracking a Mobile Worker				2/2/2006	BioPay LLC