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Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying parties: 2. Name and address of receiving party: William David Sobel and William T. Stopford Name: LoyalCommerce Systems, Inc. Additional names of conveying parties attached? Street Address: LoyalCommerce Systems, Inc. [ ]Yes [X]No City: San Ramon State: CA Zip: 94583 3. Nature of conveyance: Additional names & addresses attached?[ ]Yes [X]No [X] Assignment [ ] Merger [ ] Security Agreement[ ] Change of Name [ ] Other Execution Date: April 3, 2006, April 3, 2006 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 April 3, 2006, April 3, 2006. A. Patent Application No.(s) B. Patent No.(s) Additional numbers attached? [ ]Yes [X]No 5. Name and address of party to whom correspondence concerning document should be mailed: 6. Total number of applications and patents involved:1 Name: Raj Abhyanker LLP 7. Total fee (37 CFR 3.41):\$40.00 Address: 170A University Avenue, Suite 6 Palo Alto, CA 94301 [ ]Enclosed [X] Authorized to be charged to credit card

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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.

Raj Abhyanker/Reg. No. 45,474

Atty Ref/Docket No.: 00024.00004

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 5

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## **ASSIGNMENT**

WHEREAS, We, <u>William David Sobel</u>, residing at <u>2636 La Cuesta Ave.</u>, <u>Oakland</u>, <u>CA 94611</u>, and <u>William T. Stopford</u>, residing at <u>363 La Casa Via</u>, <u>Walnut Creek</u>, <u>CA 94598</u>, made certain new and useful inventions and improvements for which we executed an application for Letters Patent of the United States on <u>even date herewith</u>, which is entitled <u>TACTILE</u> <u>SCRATCH MEDIA APPARATUS AND METHOD</u>;

AND WHEREAS, <u>LoyalCommerce Systems</u>, <u>Inc.</u>, a corporation organized and existing under and by virtue of the laws of the State of <u>Delaware</u>, and having an office and place of business at <u>LoyalCommerce Systems</u>, <u>Inc.</u>, <u>Ste. 300</u>, <u>San Ramon</u>, <u>CA 94583</u> (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefore;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted there from, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted there from; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing

Docket No: 00024.00004 Serial Number: Not Assigned Filing Date: Even Date Herewith Page 2 of 2

including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore, we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

| IN TESTIMONY WHEREOF, I have hereunto set my hand this 3 day of April | , 2006. |
|---|---------|
| William D. Sobel  |         |
| IN TESTIMONY WHEREOF, I have hereunto set my hand this day of         | , 2006. |
| William T. Stopford   |         |

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AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing

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| William T. Stopford   |          |

PATENT REEL: 017733 FRAME: 0778

**RECORDED: 04/05/2006**