

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Naif M. Moore	03/15/1996

RECEIVING PARTY DATA

Name:	Four the Money, Inc.
Street Address:	11 South Florida Street
Internal Address:	C/O Gregory M. Friedlander
City:	Mobile
State/Country:	ALABAMA
Postal Code:	36606

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	5964463
Patent Number:	6213876
Patent Number:	6761353
Application Number:	10748641
Application Number:	10889544

CORRESPONDENCE DATA

Fax Number: (612)632-4230

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-632-3230

Email: trademark@gpmlaw.com

Correspondent Name: Gray, Plant, Mooty, Mooty & Bennett, PA

Address Line 1: P.O. Box 2906

Address Line 4: Minneapolis, MINNESOTA 55402-0906

ATTORNEY DOCKET NUMBER:

109291

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CH \$200.00 5964463

NAME OF SUBMITTER:

Tiffany Larson, Paralegal

Total Attachments: 4

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**ASSIGNMENT OF UTILITY PATENT APPLICATION
COPYRIGHTS AND ASSOCIATED RIGHTS
BY Owner TO a Corporation**

Assignment is made this 15 day of March, 1996 by Naif M. Moore, Jr., an individual residing in the state of Alabama, City of Mobile, Alabama, hereinafter referred to as Patent Owner, to Four the Money, Inc. an Alabama Corporation herein referred to as ASSIGNEE.

RECITALS

A. Patent Owner owns certain new and useful Patents applied for filed 12/14/95 serial no:08/572026, the same being continuations in part of the provisional U.S. Patent Serial Numbers 60/3856 filed 9/15/95, together with certain copyrights filed and unfiled, and trademarks including those marks incorporated in the patent and copyright applications and also corporate rights related to the sale, development or other rights associated with the aforementioned Patent Application; all of the aforesaid, including the trademarks, hereinafter referred to as PATENTS AND COPYRIGHTS.

B. Assignee is desirous of acquiring the entire right, title, and interest in the applications and the inventions, copyrights, and potential patents and other rights thereon when granted in the United States and foreign countries.

C. The parties have agreed to the full assignment of rights in and to these patents as well as the other rights included herewith with the understanding that formal, recordable assignment documents would be filed to effectuate this agreement.

1. **Assignment.** In consideration of Ten Dollars (\$ 10.00) and for other good and valuable consideration received by Patent Owner from assignee, the receipt of which is hereby acknowledged, Patent Owner assigns to assignee the entire right, title, and interest in the PATENTS AND COPYRIGHTS and the invention described in THE PATENTS AND COPYRIGHTS and in any improvements on the design heretofore or hereafter made or acquired by Patent Owner and in any patents that may be granted in the United States or any foreign county, including each patent granted on any application which is a substitution or continuation of the application specifically identified herein, and in each extension of the patent. Foreign rights to the Patents and Copyrights are also hereby assigned.

2. **Cooperation.** Patent Owner agrees to cooperate with assignee such that assignee may enjoy to the fullest extent the rights conveyed hereunder. Such duty includes prompt execution of all papers, that are deemed necessary or desirable by assignee to perfect the conveyed rights.

3. **Parties.** The terms, covenants, and provisions of this assignment shall inure to the benefit of assignee, its successors,

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assigns and/or other legal representatives, and shall be binding on Patent Owner, his heirs, legal representatives and assigns.

4. **Warranty.** Patent Owner warrants and represents that they have not entered into any written assignment, contract, or understanding in conflict herewith.

5. Patent owner covenants and agrees to cooperate with assignee whereby assignee may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include:

A. *Prompt execution of all papers, that are deemed necessary or desirable by assignee to perfect the right, title and interest herein conveyed.*

B. *Prompt execution of all petitions, oaths, specifications, declarations or other papers, that are deemed necessary or desirable by assignee for prosecuting the applications specifically identified herein, for filling and prosecuting substitute, divisional, continuing, or additional applications in the United States and/or foreign countries covering the invention [and/or the improvements], for filing and prosecuting applications for reissuance of letters patent included herein, or for interference proceedings involving the invention and/or the improvements.*

C. *Prompt assistance and cooperation in the prosecution of legal proceedings involving the invention and/or the improvements, the applications and patents granted hereon, including opposition, cancellation proceedings, priority contests, public use proceedings and court action; provided, however, that the expense that may be incurred by Patent Owner in lending such assistance and cooperation be paid by assignee. Provided that to the extent possible, Patent Owner shall inform the assignee of these expenses prior to incurring the same.*

6. The patent rights assigned are to be held by assignee to the full end of the term for which the patents are granted, and for the term or terms of any extension thereof, as fully as the same would have been held by inventor or Patent Owner if this assignment had not been made.

7. This assignment shall be deemed to include any future inventions and improvements made by inventor which are an improvement on the assigned invention. As the parties envision that additional work will be done by the Patent Owner in furtherance of the patent application, such work shall be work for hire with the consideration being the same consideration as that represented in the original agreement.

8. Patent Owner warrants that he is now the sole owner, free from the obligation of any license or encumbrance whatsoever, of all the patents or rights to patents assigned hereunder.

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9. Assignee shall have the right to sue for past infringement, and to collect all damages and profits for past infringements. Patent Owner agrees that all choices of action, causes of actions, rights to damages and other rights which have accrued and will accrue in the future as a result of infringement on the patent are transferred and assigned to the Assignee and Patent Owner shall take all steps necessary to effectuate the transfer of these rights.

10. No assignment to a third party shall be made until the amounts due pursuant to the this assignment are paid in full without the express written consent of the patent owner.

11. As additional consideration hereunder, the assignee agrees to pay all costs of obtaining U.S. patents. All U.S. and foreign patents issued shall be covered by this assignment agreement.

12. This document constitutes the entire agreement of the parties. It is to be interpreted under the laws of the State of Alabama.

13. Any disputes concerning this agreement shall be resolved by binding arbitration according to the rules of the American Arbitration Association.

In witness whereof, parties have executed this assignment at Mobile, Alabama the day and year first above written.

Naif M. Moore Jr.
Patent Owner: Naif M. Moore, Jr.

FOUR THE MONEY, INC.
Assignee

FOUR THE MONEY, INC.

BY [Signature]
ITS: President
Assignee for and on behalf of FOUR THE MONEY, INC.

STATE OF ALABAMA

COUNTY OF MOBILE

I, Amanda P. Willamor, a Notary Public in and for said County and in said State, do hereby certify that, Naif M. Moore, Jr., whose name is signed to the foregoing instrument, and who is known to me, duly acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, (s)he executed the same voluntarily on the day the same

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bears date.

15th Given under my hand and official seal of office this
day of March, 1996.

Amanda P. Williams

NOTARY PUBLIC

My Commission Expires: 5-26-98

STATE OF ALABAMA

COUNTY OF MOBILE

On this 15th day of March, 1996 before me Amanda P. Williams
the undersigned officer, personally appeared Hilbert Shirey, who
acknowledged himself to be the President of FOUR THE MONEY a
corporation, and that he, as such President, being authorized so
to do, executed the foregoing instrument for the purposes therein
contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.

Amanda P. Williams

NOTARY PUBLIC

My Commission Expires: 5-26-98

RECORDED: 03/22/1996

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REEL: 8093 FRAME: 0759

RECORDED: 08/21/2006

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