

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Brady Lee Rackley III</td> <td>07/10/2006</td> </tr> <tr> <td>Warren Derek Porter</td> <td>07/10/2006</td> </tr> <tr> <td>Gregory Michael Rickman</td> <td>07/10/2006</td> </tr> <tr> <td>Kyle Leighton Cochran</td> <td>07/10/2006</td> </tr> </tbody> </table>		Name	Execution Date	Brady Lee Rackley III	07/10/2006	Warren Derek Porter	07/10/2006	Gregory Michael Rickman	07/10/2006	Kyle Leighton Cochran	07/10/2006
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Brady Lee Rackley III	07/10/2006										
Warren Derek Porter	07/10/2006										
Gregory Michael Rickman	07/10/2006										
Kyle Leighton Cochran	07/10/2006										
RECEIVING PARTY DATA											
Name:	Firethorn Holdings, LLC										
Street Address:	4 Concourse Parkway										
Internal Address:	Suite 450										
City:	Atlanta										
State/Country:	GEORGIA										
Postal Code:	30328										
PROPERTY NUMBERS Total: 1											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11428876</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11428876						
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CORRESPONDENCE DATA											
Fax Number:	(404)365-9532										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	404-233-7000										
Email:	trademark@mmmlaw.com										
Correspondent Name:	John R. Harris										
Address Line 1:	3343 Peachtree Road, N.E.										
Address Line 2:	1600 Atlanta Financial Center										
Address Line 4:	Atlanta, GEORGIA 30326-1044										
ATTORNEY DOCKET NUMBER:	13394-55667/JRH										
NAME OF SUBMITTER:	John R. Harris										

OP \$40.00 11428876

Total Attachments: 6

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QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS

WHEREAS, we

Brady Lee Rackley III
878 West Conway Drive
Atlanta, GA 30327

Warren Derek Porter
1495 Brookhaven Trace
Atlanta, GA 30319

Gregory Michael Rickman
218 Akers Ridge Drive SE
Atlanta, GA 30339

Kyle Leighton Cochran
18 Vinings Lake Drive
Mableton, GA 30126

(hereinafter, collectively referred to as "Assignor") have or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

METHODS AND SYSTEMS FOR MAKING A PAYMENT IN A MOBILE ENVIRONMENT

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: **11/428,876**

Filed on: **July 6, 2006**

WHEREAS,

FIRETHORN HOLDINGS, LLC
4 Concourse Parkway
Suite 450
Atlanta, Georgia 30328

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- The Invention and the Application;
- Any and all other applications for patent for the Invention that may be filed in any and all countries;
- Any and all patents that may be obtained for the Invention in any and all countries; and
- Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing,

(hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor each warrants and represents that the Assignor is not aware of any information that is material to patentability of the invention, namely, any information that, alone or in combination with other information, establishes on its face the unpatentability of the Invention or is inconsistent with arguments of patentability made to the U.S. Patent & Trademark Office. Material information may include devices, products, publications, and so forth, that are similar to the present invention, and/or any public disclosure, commercial use, or offer for sale more than one year prior to the filing date of the present application.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 10th day of July, 2006.

Brady Lee Rackley III
Brady Lee Rackley III

Witness #1 Jeff Signature

Witness #2 Signature

Witness #1 Name (print) Jeff

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARIZATION

State of Georgia

County of FULTON

United States of America

On this 10th day of July, 2006, personally appeared



Brady Lee Rackley, III, before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his free act and deed in and for the purposes set forth above.

Vanessa Jimenez
Notary Public

VANESSA JIMENEZ
Notary Public,
My Commission Expires November 24, 2006

My Commission Expires: _____

This the 10th day of July, 2006.

Warren Derek Porter
Warren Derek Porter

Witness #1 Jeff Hayes Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARIZATION

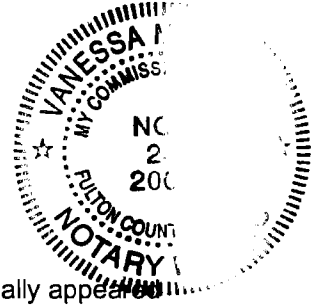
State of Georgia

County of Fulton

United States of America

On this 10th day of July, 2006, personally appeared

Warren Derek Porter, before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his free act and deed in and for the purposes set forth above.



Vanessa Jimenez
Notary Public

VANESSA JIMENEZ
Notary Public,
My Commission Expires November 24, 2008

My Commission Expires: _____

This the 10th day of July, 2006.

Gregory Michael Rickman

Gregory Michael Rickman

Witness #1 [Signature] Signature

Witness #2 Signature

Witness #1 Jeff [Signature] Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARIZATION

State of Georgia

County of Fulton

United States of America

On this 10th day of July, 2006, personally appeared

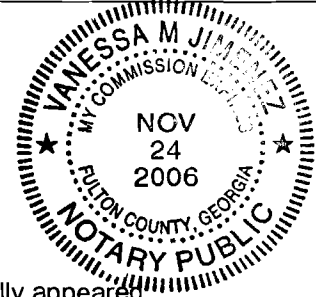
Gregory Michael Rickman, before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his free act and deed in and for the purposes set forth above.

[Signature]
Notary Public

VANESSA JIMENEZ
Notary Public,

My Commission Expires November 24, 2006

My Commission Expires:



This the 10th day of July, 2006.

Kyle Leighton Cochran

Kyle Leighton Cochran

Witness #1 Signature _____
Jeff Adams

Witness #2 Signature _____

Witness #1 Name (print) _____
Jeff Adams

Witness #2 Name (print) _____

Witness #1 Address Line 1 _____

Witness #2 Address Line 1 _____

Witness #1 Address Line 2 _____

Witness #2 Address Line 2 _____

NOTARIZATION

State of Georgia _____
County of Fulton _____



United States of America
On this 10th day of July, 2006, personally appeared _____

Kyle Leighton Cochran, before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his free act and deed in and for the purposes set forth above.

Vanessa Jimenez

Notary Public **VANESSA JIMENEZ**
Notary Public,
My Commission Expires November 24, 2006

My Commission Expires: _____