

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
First Data Corporation	07/25/2006
RECEIVING PARTY DATA	
Name:	Primary Payment Systems, Inc.
Street Address:	8777 E. Hartford Drive, Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11159813
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	Two Embarcadero Center - 8th Floor
Address Line 4:	San Francisco, CALIFORNIA 94111-3834
ATTORNEY DOCKET NUMBER:	026514-000500US
NAME OF SUBMITTER:	Darin J. Gibby

Total Attachments: 4
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ASSIGNMENT AND LICENSE

WHEREAS, First Data Corporation ("First Data") is the Assignee of all right, title, and interest in and to certain patent applications identified on Schedule A (the "Applications");

WHEREAS, First Data in exchange for certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, is desirous of transferring all right, title and interest in and to the Applications in this assignment to Primary Payment Systems, Inc. ("PPS"), while allowing First Data and its subsidiaries to practice the inventions described in the Applications.

NOW THEREFORE, First Data assigns and transfers to PPS, its successors, legal representatives and assigns, all of its rights, title, and interest in and to the Applications, as any such rights, title or interest exist; and First Data agrees to cooperate with PPS in performing whatever actions PPS may reasonably require in the obtaining and sustaining of any and all such Letters Patent and in confirming PPS' exclusive ownership of the Applications, but at the expense of PPS including the execution of documents on behalf of PPS before the United States Patent and Trademark Office with respect to the Applications.

PPS (on behalf of itself and its Subsidiaries) hereby grants to First Data and its Subsidiaries, including Western Union:

(a) an immunity from patent infringement claims, actions and suits based on any act which, if not licensed hereunder, would infringe, contributorily infringe or induce the infringement of any of the Applications, and

(b) pursuant to such immunity, a worldwide, royalty-free, non-exclusive license under the Applications to (i) make, have made (including authorizing others to provide to First Data for its own use), use, have used, sell, offer to sell, lease, import and otherwise transfer any machine, system, process or product, or any component thereof, (ii) provide and have provided any service, and (iii) practice and have practiced any process or method.

Except as specifically provided otherwise in this Assignment and License, the immunity and licenses granted under this Assignment and License are personal, non-transferable and non-assignable (other than to a successor resulting from an internal corporate reorganization and not related to acquisition of the assigning party by a third party), and do not include the right to sublicense any other party.

The immunity and licenses granted under this Assignment and License extend to and from Subsidiaries of the parties. For purposes of this Assignment and License, "Subsidiary" shall mean, when used with respect to any Person, any corporation or other organization, whether incorporated or unincorporated, at least a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or others

performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries. Each Subsidiary shall be bound by the terms and conditions of this Assignment and License as if it were a named party hereto. If at any time a Subsidiary of a party ceases to be a Subsidiary, then (a) any immunity and licenses to such Subsidiary under the patents of the other party shall continue, but (except with respect to the publicly trading holding company of Western Union and its Subsidiaries) only to the business operations of the Subsidiary (and its products and services) existing at the time it ceased to be a Subsidiary, and (b) any immunity and licenses on behalf of such Subsidiary to the other party shall continue, notwithstanding its ceasing to be a Subsidiary. At the request of Western Union, PPS agrees to execute a license upon similar terms to those contained herein for the benefit of the publicly traded holding company of Western Union and its Subsidiaries, such license to be effective following the spin-off of the Western Union holding company from First Data.

PPS shall have the sole and exclusive right (in its sole discretion) to assert and bring legal action against others for infringement (including past infringement) of the Applications, except under the limited circumstances provided hereinbelow. First Data agrees to be bound by any decision in such action as to the Applications. If, notwithstanding the foregoing, First Data is required by law or by the court to be a party to such action, First Data shall waive venue and permit itself to be joined as a party.

As the only exception to the sole and exclusive right of PPS to assert Applications, should legal action be brought against First Data in any jurisdiction claiming infringement by First Data of a patent of a third party issued in the U. S. or any other country, then First Data may assert any one or more of the Applications against such third party for infringement (including past infringement) thereof, by bringing legal action for damages and injunctive relief against such third party. First Data may not grant a license under the Applications in settlement of such action, without the prior written approval and authorization of (and agreed compensation to) PPS. Under the limited circumstances provided herein, First Data shall obtain the approval of PPS prior to commencing an infringement action asserting the Applications and shall begin the process of obtaining such approval by providing written notice of its intent to assert such patents. Such notice shall include (a) the name of the third party, (b) the circumstances (including relevant dates) leading to such assertion, and (c) a summary of all information known to First Data relating to the infringement by the third party, and shall be delivered to PPS at least thirty (30) days prior to First Data's intention to commence an infringement action against the third party. Any such assertion shall have a good faith and reasonable basis for claiming infringement by the third party. PPS shall have the right (to be exercised within ten (10) days after receiving the assertion notice) to have both parties jointly retain counsel (skilled in patent law and selected by mutual agreement) to determine whether the basis for claiming infringement satisfies this paragraph, with such determination and related discussions to be maintained as privileged and confidential. Such determination shall be made within thirty (30) days after delivery of the assertion notice from First Data.


PPS may, at its option, elect to join as a voluntary party to such legal action prior to its commencement, in which event PPS shall (a) share equally in the cost (including attorney fees)

of such action, (b) have the right to participate (in good faith) in such action with counsel of its own choosing and at its own expense, (c) be entitled to share equally in all damages that may be awarded (or made in settlement) against the third party on account of the Applications after deduction of both parties' costs (including attorney fees), and (d) have control over any matters that are likely to affect the validity or enforceability (including future economic value) of the Applications, including the future enforceability against such third party. First Data shall have control over all other matters arising in such action or its settlement (provided any settlement relating to the PPS share of damages is agreed to by PPS).

If PPS declines to join as a voluntary party to such action prior to its commencement, it agrees to be bound by any decision in or settlement of such action as to the Applications. In such event, all costs and expenses of such action shall be borne by First Data, and First Data shall be entitled to receive all damages that may be awarded (or made in settlement). If notwithstanding the foregoing, PPS is required by law or by the court to be a party to such action, PPS shall waive venue and permit itself to be joined as a party.

IN WITNESS WHEREOF, First Data and PPS have hereto executed this Assignment and License as of the earliest of the day(s) indicated below.

FIRST DATA CORPORATION

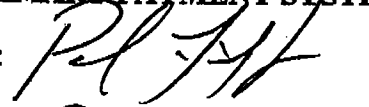
By: 

Name: Ken Algione

Title: Assistant Secretary and Vice President

Date: July 25, 2006

PRIMARY PAYMENT SYSTEMS, INC.

By: 

Name: PAUL FINCH JR

Title: Chief Executive Officer

Date: July 26, 2006

SCHEDULE A TO ASSIGNMENT

Serial No.	Title	Filed On:
11/031,469	Identity Verification Systems and Methods	January 6, 2005
05/47,320	Identity Verification Systems and Methods (PCT)	December 19, 2005
11/150,447	Identity Verification Noise Filter Systems and Methods	June 9, 2005
11/159,813	Positive ID Solution	June 22, 2005
11/183,167	Identity Verification Switch	July 14, 2005
11/396,247	Management of Biometric Information	March 30, 2006

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