

01-24-2007



Express Mail No.: EV 907 293 436 US

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Attorney Docket No.: 061350-5001 US

**Mail Stop Assignment Recordation Services Commissioner for Patents** P.O. Box 1450 Alexandria, VA 22313-1450

01-16-07

Please record the attached documents.

1		
Name of conveying party(ies): Richard J. O'Brien	2. Name and address of receiving party(ies):	
Andrew M. Gallant John T. Condon	Name: Payment Pathways, Inc.	
Jordan S. Firfer Lawrence F. Buettner		
Additional name(s) of conveying party(ies) attached?   Yes  No	Address: 4249 White Birch Drive, Lisle, IL 60532	
3. Nature of conveyance:	1	
3. Nature of conveyance:  Assignment  Merger		
- / Assignment Prior ger	Country (if other than USA):	
Security Agreement Change of Name		
Other		
Execution Date: December 29, 2006; January 4, 2007; January 9, 2007		
4. Application number(s) or patent number(s): 11/592,510		
If this document is being filed together with a new application, the execution	date of the application is:	
A. Patent Application No.(s)	B. Patent No.(s)	
Additional numbers attached	d? □ Yes	
Name and address of party to whom correspondence concerning document should be mailed:	6. Number of applications and patents involved:	
Customer No. 09629 Morgan, Lewis & Bockius LLP	7. Total fee (37 CFR 3.41):	
1111 Pennsylvania Avenue, NW Washington, DC 20004	Deposit account number: 50-0310     (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE TH	IS SPACE	
9. Statement and signature.		
2. Satement and organical.		
To the best of my knowledge and belief, the foregoing information is true document.	and correct and any attached copy is a true copy of the original	
OL	0411.	
Steven D. Underwood 47,205	D. Men January 17, 2007	
Name of Person Signing Reg. No. Signature	Date	
Total number of pages including cover sheet, attachments, documents, document	nents, and duplicate cover sheet for Deposit Account: 9	

Mail documents to be recorded with required cover sheet information to address above

01/23/2007 MJAMA1

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WHEREAS WE, the below named inventors, [hereinafter referred to as Assignors], have made an invention entitled METHODS AND SYSTEMS FOR IDENTITY AUTHENTICATION, for which WE are the listed inventors for the application for United States Letters Patent identified below:

WHICH is identified by Morgan, Lewis & Bockius LLP Docket No. 061350-5001 US:

WHICH claims priority to U.S. Provisional App. No. 60/733,982, filed November 3, 2005;

WHICH has been designated U.S. Patent Application No. 11/592,510, filed November 3, 2006;

WHEREAS PAYMENT PATHWAYS, INC., whose mailing address is 4249 White Birch Drive, Lisle, IL 60532, (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application of United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, WE, as Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, OUR entire right, title, and interest in and to this invention, the above-identified provisional and non-provisional applications, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such applications, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent of this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that WE have the full right to convey the interest assigned by this Assignment, and WE have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that WE will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to US respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuing, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns;

AND, WE HEREBY further covenant and agree that WE will assign to Assignee, its lawful successors and assigns, OUR entire right, title, and interest in and to any and all patent applications, both United States and foreign, and all Letters Patent that may be granted thereon, that claim priority to this invention or to the above-identified provisional or non-provisional applications in any manner, such applications specifically including, but not limited to, divisionals, continuations, continuations-in-part, and all other provisional and non-provisional applications.

IN TESTIMONY WHEREOF, WE have hereunto set our hands.

County of: Du Page SS	First Assignor: Richard J. O'Brien
State of: The Subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to before me this 4 day of the subscribed and sworn to be subscribed and subscribed and subscribed and sworn to be subscribed and	Address of First Assignor: 4249 White Birch Drive, Lisle, IL 60532  OFFICIAL  TERESA MENDER  NOTARY PUBLIC STATE OF HIST ASSIGNOR'S Signature  My Commission Expires 03/06/2010  Date
Name	es of additional inventors/assignors attached   Yes  No

Page 1 of 2

County of:	SS	Second Assignor: Andrew M. Gallant
State of:  Subscribed and sworn to before this day of	e	Address of Second Assignor: 664 Azalea Drive, Rockville, MD 20850
The unis uay or	_, 2006.	Second Assignor's Signature
Notary Public		Date:
County of:	SS	Third Assignor: John T. Condon
State of:Subscribed and sworn to before	e	Address of Third Assignor: 1522 Palisades Lane, Hoffman Estates, IL 60192
me this day of	_, 200 <b>6</b> .	Third Assignor's Signature
Notary Public		Date:
County of:	SS	Fourth Assignor: Jordan S. Firfer
State of:  Subscribed and sworn to before	e	Address of Fourth Assignor: 26 Harwich Lane, West Hartford, CT 06117
me this day of	, 2006.	Fourth Assignor's Signature
Notary Public		Date:
County of: Cook	SS	Fifth Assignor: Lawrence F. Buettner
State of:		"OFFICIAL SEAL" Michael E. Love Address of Fifth Assignor: 3949 Hidden Hills Court C
Subscribed and sworn to before me this 29 day of	, 2006.	Fifth Assignor's Signature
Notary Public		Date: $\frac{12}{29}/06$
	Name	es of additional inventors/assignors attached □Yes No

WHEREAS WE, the below named inventors, [hereinafter referred to as Assignors], have made an invention entitled METHODS AND SYSTEMS FOR IDENTITY AUTHENTICATION, for which WE are the listed inventors for the application for United States Letters Patent identified below:

WHICH is identified by Morgan, Lewis & Bockius LLP Docket No. 061350-5001 US;

WHICH claims priority to U.S. Provisional App. No. 60/733,982, filed November 3, 2005;

WHICH has been designated U.S. Patent Application No. 11/592,510, filed November 3, 2006;

WHEREAS PAYMENT PATHWAYS, INC., whose mailing address is 4249 White Birch Drive, Lisle, IL 60532, (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application of United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, WE, as Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, OUR entire right, title, and interest in and to this invention, the above-identified provisional and non-provisional applications, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such applications, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent of this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that WE have the full right to convey the interest assigned by this Assignment, and WE have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that WE will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to US respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuing, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns;

AND, WE HEREBY further covenant and agree that WE will assign to Assignee, its lawful successors and assigns, OUR entire right, title, and interest in and to any and all patent applications, both United States and foreign, and all Letters Patent that may be granted thereon, that claim priority to this invention or to the above-identified provisional or non-provisional applications in any manner, such applications specifically including, but not limited to, divisionals, continuations, continuations-in-part, and all other provisional and non-provisional applications.

IN TESTIMONY WHEREOF, WE have hereunto set our hands.

County of:S	SS	First Assignor: Richard J. O'Brien
State of:  Subscribed and sworn to before me this day of		Address of First Assignor: 4249 White Birch Drive, Lisle, IL 60532
<del></del> •	2006.	First Assignor's Signature
Notary Public		Date
	Name	es of additional inventors/assignors attached  Yes No

PATENT REEL: 018824 FRAME: 0564

	Name	es of additional inventors/assignors attached \( \square\) Yes \( \square\) No
Notary Public		Date:
day or	, 2006.	Fifth Assignor's Signature
Subscribed and sworn to before me this day of	•	
State of:		Address of Fifth Assignor: 3949 Hidden Hills Court, Long Grove, IL 60047
County of:	SS	Fifth Assignor: Lawrence F. Buettner
Notary Public		Date:
me this day of		Fourth Assignor's Signature
Subscribed and sworn to before	<b>.</b>	Address of Fourth Assignor: 26 Harwich Lane, West Hartford, CT 06117
-	SS	Fourth Assignor: Jordan S. Firfer
County of:		
Notary Public		Date:
me this day of		Third Assignor's Signature
State of:Subscribed and sworn to before	÷	Address of Third Assignor: 1522 Palisades Lane, Hoffman Estates, IL 60192
County of:	SS	Third Assignor: John T. Condon
Notary Politicary Public Ale Constitution	OF MARYLA July 1, 20	19/2007
JANIA JUSTANANA	2006/ K	
me this <u>4</u> day of	,	Second Assignor's Signature
State of: Marylene Subscribed and sworn to before		Address of Second Assignor: 664 Azalea Drive, Rockville, MD 20850
County of: Mantany	SS	Second Assignor: Andrew M. Gallant

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	_, 2006.	First Assignor's Signature
Notary Public		Date
	Nam	es of additional inventors/assignors attached   Yes  No

Page 1 of 2

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	SS	
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	_, <del></del>	
Notary Public		Date:
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County of:		Third Assignor: John T. Condon  Third Assignor: John T. Condon  SUSAN E HUMPHRIS
101	SS	NOTARY PUBLIC - STATE OF ILLINOIS
State of: Musis	,	MY COMMISSION EXPIRES:10/16/07
2 1 1 1 to hafor		Address of Third Assignor: 1522 Palisades Lane, Hoffman Estates, IL 60192
Subscribed and sworn to before me this	re	John T. Condr
Manuary	_, 200 <b>√</b> .	Third Assignor's Signature
Adesar Thumps	Tui	Date:
Notary Public		Date:
Company		
County of:		Fourth Assignor: Jordan S. Firfer
County of:	SS	Fourth Assignor: Jordan S. Firfer
County of:		
State of:		Fourth Assignor: Jordan S. Firfer  Address of Fourth Assignor: 26 Harwich Lane, West Hartford, CT 06117
State of:  Subscribed and sworn to befor	<del>r</del> e	
State of:  Subscribed and sworn to before this day of	<del>r</del> e	Address of Fourth Assignor: 26 Harwich Lane, West Hartford, CT 06117  Fourth Assignor's Signature
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State of:  Subscribed and sworn to beforme this day of  Notary Public	<del>r</del> e	Address of Fourth Assignor: 26 Harwich Lane, West Hartford, CT 06117  Fourth Assignor's Signature  Date:
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NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, WE, as Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, OUR entire right, title, and interest in and to this invention, the above-identified provisional and non-provisional applications, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such applications, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent of this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

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County of:	SS	First Assignor: Richard J. O'Brien
State of:Subscribed and sworn to before		Address of First Assignor: 4249 White Birch Drive, Lisle, IL 60532
me this day of	, 2006.	First Assignor's Signature
Notary Public		Date
Names of additional inventors/assignors attached		

County of:	SS-	Second Assignor: Andrew M. Gallant
Subscribed and sworn to befor	e	Address of Second Assignor: 664 Azalea Drive, Rockville, MD 20850
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me this day of	_, 2006.	Third Assignor's Signature
Notary Public		Date:
County of: HANTSord	ss	Fourth Assignor: Jordan S. Firfer
State of: CONNECTOR  Subscribed and sworn to before this 2 day of		Address of Fourth Assignor: 26 Harwich Lane, West Hartford, CT 06117  Fourth Assignor's Signature
Notary Public MY COMMISSION	A. WEB RY PUBI EXPIRES N	STER, II  IGate: 12-29-06  OV. 30, 2011
County of:	SS	Fifth Assignor: Lawrence F. Buettner
Subscribed and sworn to before	re	Address of Fifth Assignor: 3949 Hidden Hills Court, Long Grove, IL 60047
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Notary Public		Date:
	Nam	es of additional inventors/assignors attached \( \preceq \text{Yes} \) No