

ASSIGNMENT

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: De Page

SS

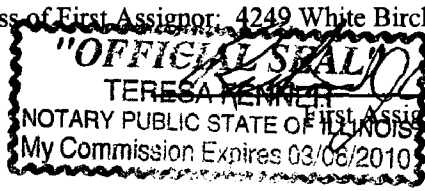
First Assignor: Richard J. O'Brien

State of: Ill

Address of First Assignor: 4249 White Birch Drive, Lisle, IL 60532

Subscribed and sworn to before me this 4th day of January, 2006.

Notary Public



Date

First Assignor's Signature

Names of additional inventors/assignors attached Yes No

County of: _____

SS

Second Assignor: Andrew M. Gallant

State of: _____

Address of Second Assignor: 664 Azalea Drive, Rockville, MD 20850

Subscribed and sworn to before me this ___ day of _____, 2006.

Second Assignor's Signature

Notary Public

Date: _____

County of: _____

SS

Third Assignor: John T. Condon

State of: _____

Address of Third Assignor: 1522 Palisades Lane, Hoffman Estates, IL 60192

Subscribed and sworn to before me this ___ day of _____, 2006.

Third Assignor's Signature

Notary Public

Date: _____

County of: _____

SS

Fourth Assignor: Jordan S. Firfer

State of: _____

Address of Fourth Assignor: 26 Harwich Lane, West Hartford, CT 06117

Subscribed and sworn to before me this ___ day of _____, 2006.

Fourth Assignor's Signature

Notary Public

Date: _____

County of: Cook

SS

Fifth Assignor: Lawrence F. Buettner

State of: IL

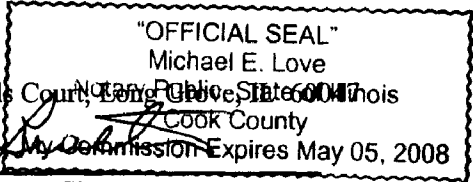
Address of Fifth Assignor: 3949 Hidden Hills Court, Laurel Park, State of Illinois

Subscribed and sworn to before me this 29 day of December, 2006.

Fifth Assignor's Signature

Notary Public

Date: 12/29/06



Names of additional inventors/assignors attached Yes No

ASSIGNMENT

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;

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IN TESTIMONY WHEREOF, WE have hereunto set our hands.

County of: _____ SS	First Assignor: Richard J. O'Brien
State of: _____	Address of First Assignor: 4249 White Birch Drive, Lisle, IL 60532
Subscribed and sworn to before me this ___ day of _____, 2006.	_____ First Assignor's Signature
Notary Public _____	Date _____
Names of additional inventors/assignors attached <input checked="" type="checkbox"/> Yes No	

County of: Montgomery SS

Second Assignor: Andrew M. Gallant

State of: Maryland

Address of Second Assignor: 664 Azalea Drive, Rockville, MD 20850

Subscribed and sworn to before me this 9th day of

[Signature]
Second Assignor's Signature

January, 2006
Notary Public [Signature]
My Commission Expires July 1, 2007

Date: 1/9/2007

County of: _____ SS

Third Assignor: John T. Condon

State of: _____

Address of Third Assignor: 1522 Palisades Lane, Hoffman Estates, IL 60192

Subscribed and sworn to before me this ____ day of _____, 2006.

Third Assignor's Signature

Notary Public _____

Date: _____

County of: _____ SS

Fourth Assignor: Jordan S. Firfer

State of: _____

Address of Fourth Assignor: 26 Harwich Lane, West Hartford, CT 06117

Subscribed and sworn to before me this ____ day of _____, 2006.

Fourth Assignor's Signature

Notary Public _____

Date: _____

County of: _____ SS

Fifth Assignor: Lawrence F. Buettner

State of: _____

Address of Fifth Assignor: 3949 Hidden Hills Court, Long Grove, IL 60047

Subscribed and sworn to before me this ____ day of _____, 2006.

Fifth Assignor's Signature

Notary Public _____

Date: _____

Names of additional inventors/assignors attached Yes No

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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;

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IN TESTIMONY WHEREOF, WE have hereunto set our hands.

County of: _____ SS	First Assignor: Richard J. O'Brien
State of: _____	Address of First Assignor: 4249 White Birch Drive, Lisle, IL 60532
Subscribed and sworn to before me this ___ day of _____, 2006.	_____ First Assignor's Signature
Notary Public _____	Date _____
Names of additional inventors/assignors attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

County of: _____

SS

Second Assignor: Andrew M. Gallant

State of: _____

Address of Second Assignor: 664 Azalea Drive, Rockville, MD 20850

Subscribed and sworn to before me this ___ day of _____, 2006.

Second Assignor's Signature

Notary Public

Date: _____

County of: Cook

SS

Third Assignor: John T. Condon

State of: Illinois

Address of Third Assignor: 1522 Palisades Lane, Hoffman Estates, IL 60192

Subscribed and sworn to before me this 4 day of January, 2006.

John T. Condon
Third Assignor's Signature

Notary Public

Date: 1-4-06



County of: _____

SS

Fourth Assignor: Jordan S. Firfer

State of: _____

Address of Fourth Assignor: 26 Harwich Lane, West Hartford, CT 06117

Subscribed and sworn to before me this ___ day of _____, 2006.

Fourth Assignor's Signature

Notary Public

Date: _____

County of: _____

SS

Fifth Assignor: Lawrence F. Buettner

State of: _____

Address of Fifth Assignor: 3949 Hidden Hills Court, Long Grove, IL 60047

Subscribed and sworn to before me this ___ day of _____, 2006.

Fifth Assignor's Signature

Notary Public

Date: _____

Names of additional inventors/assignors attached Yes No

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IN TESTIMONY WHEREOF, WE have hereunto set our hands.

County of: _____

SS

First Assignor: Richard J. O'Brien

State of: _____

Address of First Assignor: 4249 White Birch Drive, Lisle, IL 60532

Subscribed and sworn to before me this ___ day of _____, 2006.

First Assignor's Signature

Notary Public _____

Date _____

Names of additional inventors/assignors attached Yes No

County of: _____

SS

Second Assignor: Andrew M. Gallant

State of: _____

Address of Second Assignor: 664 Azalea Drive, Rockville, MD 20850

Subscribed and sworn to before me this ____ day of _____, 2006.

Second Assignor's Signature

Notary Public

Date: _____

County of: _____

SS

Third Assignor: John T. Condon

State of: _____

Address of Third Assignor: 1522 Palisades Lane, Hoffman Estates, IL 60192

Subscribed and sworn to before me this ____ day of _____, 2006.

Third Assignor's Signature

Notary Public

Date: _____

County of: Hartford

SS

Fourth Assignor: Jordan S. Firfer

State of: CONNECTICUT

Address of Fourth Assignor: 26 Harwich Lane, West Hartford, CT 06117

Subscribed and sworn to before me this 29 day of December, 2006.



Fourth Assignor's Signature

Notary Public

WILLIAM A. WEBSTER, II
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2011

Date: 12-29-06

County of: _____

SS

Fifth Assignor: Lawrence F. Buettner

State of: _____

Address of Fifth Assignor: 3949 Hidden Hills Court, Long Grove, IL 60047

Subscribed and sworn to before me this ____ day of _____, 2006.

Fifth Assignor's Signature

Notary Public

Date: _____

Names of additional inventors/assignors attached Yes No