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11/706600

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Bruce Lefco  
James Brindley

Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

12/19/06

2. Name and address of receiving party(ies):

Health Payment Systems, Inc.  
411 E. Wisconsin Avenue, Suite 1250  
Milwaukee, Wisconsin 53202-4409

Additional name(s) & address(es) attached?

NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

12/19/06

A. Patent Application Number(s):

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Kristy J. Downing  
FOLEY & LARDNER LLP  
777 E Wisconsin Avenue  
Milwaukee, Wisconsin 53202-5306

6. Total number of applications/patents involved:

1

7. Total fee (37 C.F.R. § 3.41):

\$40.00

Check Enclosed

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Kristy J. Downing

Name of person signing

Signature

02-13-2007

Date

Total number of pages including cover sheet, attachments, and document: 5

02/20/2007 JBALINAN 00000007 061447 11706600

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PATENT  
REEL: 018980 FRAME: 0131

**ASSIGNMENT - WORLDWIDE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Health Payment Systems, Inc.  
411 E. Wisconsin Avenue, Suite 1250  
Milwaukee, Wisconsin 53202-4409

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

**SYSTEM AND METHOD FOR MANAGING PAYMENT FOR HEALTH CARE  
SERVICES**

as set forth in this United States Patent Application

*check one*      ☒ [ X ] executed concurrently herewith,  
                         ☐ [   ] executed on \_\_\_\_\_,  
                         ☐ [   ] Serial No. \_\_\_\_\_ Filed

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

**ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the Commissioner of Patents and Trademarks to issue said Letters Patent to **ASSIGNEE** as assignee of the entire interest, for the sole use and benefit of **ASSIGNEE**, its successors and assigns.

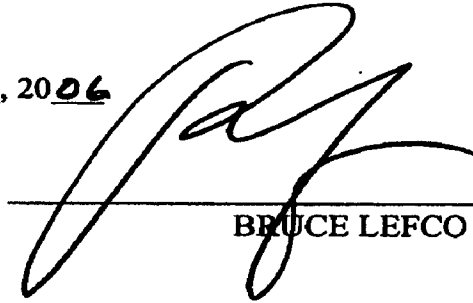
**ASSIGNOR HEREBY AGREES** (a) to communicate to **ASSIGNEE**, its successors and assigns, or their representative or agents, all facts and information known or available to **ASSIGNOR** respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by **ASSIGNEE**; (b) to testify in person or by affidavit as required by **ASSIGNEE**, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by **ASSIGNEE**, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to **ASSIGNEE**, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

**ASSIGNOR HEREBY REPRESENTS AND WARRANTS** that **ASSIGNOR** has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that **ASSIGNOR** has not executed and will not execute any document or instrument in conflict herewith.

**ASSIGNOR HEREBY GRANTS** to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

**ASSIGNOR UNDERSTANDS AND AGREES** that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent **ASSIGNOR** OR **ASSIGNOR's** legal interests, but instead represent the interests of **ASSIGNEE**; since said attorneys and agents cannot provide legal advice to **ASSIGNOR** with respect to this Assignment, **ASSIGNOR** acknowledges its right to seek its own independent legal counsel.

Executed this 19<sup>th</sup> day of December, 2006

  
\_\_\_\_\_  
BRUCE LEFCO

State of Wisconsin )  
County of Milwaukee ) ss.

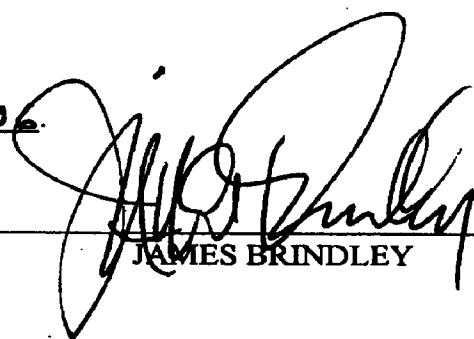
On this 19<sup>th</sup> day of December, 2006, before me, a notary public in and for said county, appeared BRUCE LEFCO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2/24/08

(Seal)

Executed this 19<sup>th</sup> day of December, 2006.

  
\_\_\_\_\_  
JAMES BRINDLEY

State of Wisconsin )  
County of Milwaukee ) ss.

On this 19<sup>th</sup> day of December, 2006, before me, a notary public in and for said county, appeared JAMES BRINDLEY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2/24/08

(Seal)