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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

3.7307

1. Name of conveying party(ies)

Hector Daniel Elbaum
Andrew Jamieson
David McGregor

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 28 April 2006

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: POINT OF PAY PTY LTD

Internal Address: _____

Street Address: 26 Harker Street

City: Burwood

State: Victoria 3125

Country: AUSTRALIA Zip: _____

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/580,663

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Gregory J. Lavorgna, Esq.

Internal Address: Drinker Biddle & Reath LLP

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18th and Cherry Streets

City: Philadelphia

State: Pennsylvania Zip: 19103-6996

Phone Number: 215.988.3309

Fax Number: 215.988.2757

Email Address: gregory.lavorgna@dbt.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 50-0573

Authorized User Name _____

9. Signature:

Signature

March 23, 2007

Date

Gregory J. Lavorgna
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 019137 FRAME: 0619

ASSIGNMENT

WHEREAS, we, **Hector Daniel Elbaum**, a citizen of Australia, with a post office address of 5 Beavis court, Templestowe, Victoria 3106, Australia; **Andrew Jamieson**, a citizen of Australia, with a post office address of 12 Harrison Street, Brunswick, Victoria 3057, Australia; and **David McGregor**, a citizen of Australia, with a post office address of 2 Pineview Close, Wheelers Hill, Victoria 3150, Australia, hereinafter generally referred to as "ASSIGNORS", have invented a certain new and useful

SECURE PAYMENT SYSTEM

for which we have on November 26, 2004 filed International Patent Application No. PCT/AU2004/001663, which designates the United States, and,

WHEREAS, **POINT OF PAY PTY LTD**, of Australia, with a post office address of 26 Harker Street, Burwood, Victoria 3125, Australia, hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said invention and said application for Letters Patent from the above-named inventors.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged, and intending to be legally bound hereby, we, the undersigned ASSIGNORS, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest

in and to said invention as described in the above application for Letters Patent, for the territory of the United States and its possessions and territories, and

in and to the above application for Letters Patent, including continuing and/or divisional applications therefor, and any and all United States Letters Patent which may be granted on said application(s) including reissues and reexaminations;

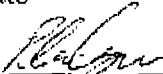
said invention, application and Letters Patent to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and behoof, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said Letters Patent may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths

and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Letters Patent hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.


IN TESTIMONY WHEREOF, we have hereunto set our hand on the dates indicated below.


17 AUGUST 2006
Date


HECTOR DANIEL ELBAUM



(Witness)

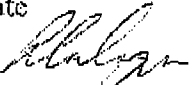
17 AUGUST 2006
Date


ANDREW JAMIESON


(Witness)

17 AUGUST 2006
Date


DAVID MCGREGOR


(Witness)