

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Armor Safe Technologies, L.L.C.	04/02/2007
RECEIVING PARTY DATA	
Name:	Tidel Engineering, L.P.
Street Address:	2025 W. Beltline Road
Internal Address:	Suite 114
City:	Carrollton
State/Country:	TEXAS
Postal Code:	75006
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5742034
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ATTORNEY DOCKET NUMBER:	589219.00012
NAME OF SUBMITTER:	Galyn D. Gafford
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

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PATENT ASSIGNMENT

NAME OF INVENTION:	PATENT NO. 5,742,034
DIGITAL DEPOSIT VALIDATING SAFE	DATED: APRIL 21, 1998

WHEREAS, Armor Safe Technologies, L.L.C., a Texas limited liability company ("**Assignor**"), located at 5201 S. Colony Blvd, Suite 110, The Colony, Texas 75056, owns all right, title and interest in and to a United States Patent, dated April 21, 1998 and assigned Patent No. 5,742,034 (the "**'034 Patent**"); and

WHEREAS, Tidel Engineering, L.P., a Texas limited partnership ("**Assignee**"), located at 2025 W. Beltline Road, Suite 114, Carrollton, Texas 75006, has acquired all right, title and interest to the '034 Patent pursuant to a Patent Purchase and Assignment Agreement between Assignor and Assignee, dated April 2, 2007 (the "**Agreement**"); and

WHEREAS, Assignor and Assignee desire to memorialize Assignor's assignment of its right, title and interest in the '034 Patent to Assignee pursuant to terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, the full and entire right, title and interest in and to the '034 Patent, all collateral material relating to the '034 Patent and any and all goodwill associated therewith.

Assignor hereby represents and warrants that (i) it is the sole owner of the '034 Patent with exclusive rights to the '034 Patent; (ii) the '034 Patent was not filed or presented fraudulently or contrary to any provision of the United States Patent Act; (iii) the '034 Patent is not the subject of any opposition proceeding in the United States Patent and Trademark Office; (iv) it has granted no licenses to any other party to use the '034 Patent; (v) it is not aware of any third party who has asserted a claim of any ownership right, title and interest in the '034 Patent, or any other rights or interests therein which are adverse to those of Assignor; (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the '034 Patent, which would be breached or otherwise violated by this Assignment; and (vii) that it has paid or caused to be paid all fees required to be paid by the United States Patent and Trademark Office ("USPTO") with respect to the '034 Patent and has otherwise maintained the '034 Patent in good standing with the USPTO.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment with the USPTO so as to establish Assignee as owner of record of the '034 Patent.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to: (i) execute and have executed any and all other documents of any kind whatsoever; (ii) provide whatever information may be required to carry out the terms and intent of this Assignment; and (iii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the USPTO.

IN WITNESS WHEREOF, this Patent Assignment has been executed on April 2, 2007.

ARMOR SAFE, L.L.C.,
a Texas limited liability company

By: _____

Larry A. Robinson

Title: Manager

STATE OF TEXAS)

County of Dallas)

) ss:
)

This instrument was acknowledged before me on April 2, 2007, by Larry A. Robinson, Manager of Armor Safe, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



Karen Huff
Notary Public for the State of Texas