

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Payformance, Corporation	02/28/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Broche Data Management LLC
<b>Street Address:</b>	2215-B Renaissance Drive
<b>Internal Address:</b>	Suite 5
<b>City:</b>	Las Vegas
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89119
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6170744
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(512)853-8801
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	5128538800
<b>Email:</b>	cinge@intprop.com
<b>Correspondent Name:</b>	Meyertons,Hood,Kivlin,Kowert & Goetzel
<b>Address Line 1:</b>	700 Lavaca
<b>Address Line 2:</b>	Suite 800
<b>Address Line 4:</b>	Austin, TEXAS 78701
<b>ATTORNEY DOCKET NUMBER:</b>	6057-37000
<b>NAME OF SUBMITTER:</b>	B. Noel Kivlin
<b>Total Attachments: 2</b>	
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CH \$40.00 6170744

## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, **Payformance, Corporation**, having offices at 10550 Deerwood Park Blvd Suite 300, Jacksonville, FL 32256, ("**Assignor**"), does hereby sell, assign, transfer and convey unto Broche Data Management LLC, a Nevada limited liability company, having an office at 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119 ("**Assignee**") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "**Patent Rights**"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
6,170,744	USA	9/24/1998	<b>Self-authenticating Negotiable Documents</b>

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

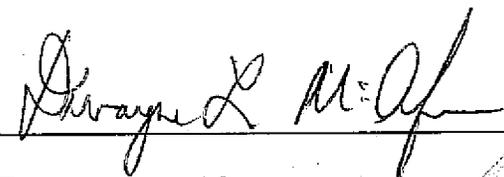
Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of

testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Jacksonville, Florida on February 28, 2005.

ASSIGNOR

By: 

Name: Dwayne. L. McAfee

Title: President and Chief Executive Officer

(Signature MUST be notarized)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this Monday, February 28, 2005 by Dwayne L. McAfee, President and Chief Executive Officer of Payformance Corporation, a Delaware corporation, on behalf of the corporation. He is personally known by me.



Signature of Notary Public

