

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmation of Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Ray Zwiefelhofer	03/28/2007
RECEIVING PARTY DATA	
Name:	nQueue, Inc.
Street Address:	7890 S. Hardy Drive, Suite 105
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85284
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7076184
CORRESPONDENCE DATA	
Fax Number:	(626)577-8800
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	626.795.9900
Email:	pto@cph.com
Correspondent Name:	Christie, Parker & Hale, LLP
Address Line 1:	P.O. Box 7068
Address Line 4:	Pasadena, CALIFORNIA 91109
ATTORNEY DOCKET NUMBER:	59645/N363
NAME OF SUBMITTER:	David J. Bailey

CH \$40.00 7076184

Total Attachments: 14
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Docket No. 285-007

CONFIRMATION OF ASSIGNMENT

1. Definitions

The **Assignor** means **Ray Zwiefelhofer**, residing at 915 East Mountain Vista Drive, Phoenix, Arizona, 85048, together with any successors in interest.

The **Assignee** means **nQueue, Inc.**, residing at 7890 South Hardy Dr #105, Tempe, Arizona, 85284.

U.S. Patent Application 10/841,065 means the utility patent application entitled **EXPENSE RECOVERY SYSTEM FOR COPIER**, filed **May 7, 2004**, Application No. **10/841,065**, Issued as **U.S. Patent 7,076,184**.

U.S. Provisional Patent Application 60/469,183 means the provisional patent application entitled **DOCUMENT ACCOUNTING METHOD AND APPARATUS**, filed **May 8, 2003**, Application No. **60/469,183**.

A **related application** to **U.S. Patent Application 10/841,065** means any:

- divisional application of **U.S. Patent Application 10/841,065**;
- continuation application claiming priority to **U.S. Patent Application 10/841,065**;
- reissue of **U.S. Patent Application 10/841,065**;
- reexamination of **U.S. Patent Application 10/841,065**;
- any domestic or foreign application for letters patent filed claiming priority from **U.S. Patent Application 10/841,065**; and
- any domestic or foreign letters patent that claim priority from **U.S. Provisional Patent Application 60/469,183**.

2. Declarations acknowledging assignment

The **Assignor** is the assignee of record of **U.S. Patent Application 10/841,065**.

The **Assignor** and the **Assignee** confirm that the attached document is a true copy of an assignment executed on August 5, 2005.

ASSIGNMENT
Docket No. 47490/RAG/S968

Both the **Assignor** and **Assignee** confirm that the assignment to the **Assignee**, which occurred on August 5, 2005, included the assignment by the **Assignor** to the **Assignee** of the entire right, title and interest in and to:

- **U.S. Patent Application 10/841,065;**
- **U.S. Provisional Patent Application 60/469,183;**
- **related applications to U.S. Patent Application 10/841,065;**
- the inventions disclosed in the above applications and **related applications;**
- all priority rights arising out of **U.S. Patent Application 10/841,065** under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms; and
- the right to sue for infringement of any right arising from the filing of **U.S. Patent Application 10/841,065** or any **related application** to **U.S. Patent Application 10/841,065** that occurred prior to the assignment of August 5, 2005.

3. Obligations assumed by Assignor

The **Assignee** and **Assignor** confirm that as part of the assignment that occurred on August 5, 2005, the **Assignor** undertook to:

- communicate to the **Assignee** any facts known to it respecting **U.S. Patent Application 10/841,065** or a **related application** to **U.S. Patent Application 10/841,065;**
- testify in any legal proceeding respecting **U.S. Patent Application 10/841,065**, a **related application** to **U.S. Patent Application 10/841,065**, letters patent issuing from these applications or any other right assigned by the assignment of August 5, 2005;
- sign all lawful papers, execute all divisional, continuation, substitute and reissue applications;
- make all rightful oaths; and
- generally do everything possible to aid the **Assignee** to obtain and enforce proper patent protection for the inventions disclosed in **U.S. Patent Application 10/841,065** and **related applications** to **U.S. Patent Application 10/841,065.**

ASSIGNMENT
Docket No. 47490/RAG/S968

4. Authorization to issue patents in name of Assignee

The **Assignor** authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications, to issue any patent arising from the assigned rights and/or applications to the **Assignee**.

IN TESTIMONY WHEREOF, I hereunto set my hand this 28th day of March, 2007.

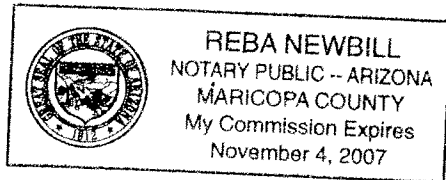
Ray Zwiefelhofer



STATE OF
COUNTY OF

On March 28, 2007, before me Reba Newbill Ray Zwiefelhofer, Notary Public, personally appeared Ray Zwiefelhofer personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

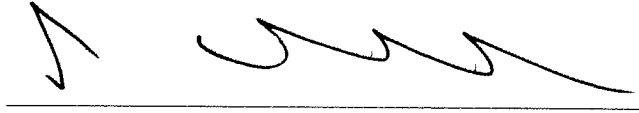


Reba Newbill
Signature of Notary

ASSIGNMENT
Docket No. 47490/RAG/S968

IN TESTIMONY WHEREOF, I hereunto set my hand this 27 day of APRIL, 2007.


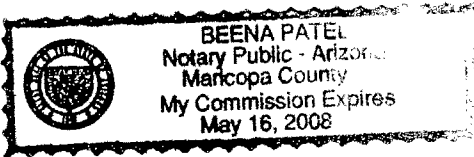
nQueue, Inc.



STATE OF)
COUNTY OF)

On April 27th, 2007, before me Beena Patel, Notary Public, personally appeared Richard Peter Hellers personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary

DJB/txt

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NQUEUE, INC.

EMPLOYEE INVENTIONS, RESTRICTIVE COVENANTS
AND CONFIDENTIALITY AGREEMENT

The following confirms an agreement (the "Agreement") between Ray Zwielfelhofer ("I", "me" or "my") and nQueue, Inc., and Arizona corporation ("the Company"), which is a material part of the consideration for my initial or continued employment by the Company:

1. I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict with this Agreement or my employment with the Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by the Company in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of the Company. Further, I have not retained anything containing any confidential information of a prior employer or any other third party, whether or not created by me.

2. The Company solely shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, designs, know-how, ideas and information (collectively, the "Intellectual Property") made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with the Company to and only to the fullest extent allowed by the laws of the United States, and/or the laws of the State of Arizona (the "Applicable Laws") to the extent that such Intellectual Property relates to the Company, or its business, or demonstrably anticipated business of the Company (collectively "Inventions"), and I will promptly disclose all Inventions to the Company. I will also use my commercially reasonable efforts to disclose any significant Inventions I believe are excluded by the Applicable Laws so that the Company can make a reasonable independent assessment regarding whether such Invention is excluded by the Applicable Laws. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint the Company and its authorized officers and agents as my agents and attorneys-in-fact to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If anything created by me prior to my employment relates in any way to the Company's actual or proposed business, I have used my reasonable efforts to list it on Exhibit "A". If I use (except pursuant to this Section 2) or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of the Company, the Company will have, and I hereby grant to the Company a perpetual, irrevocable, worldwide, royalty-free,

non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights to the extent necessary for the Company to make, sell, use, distribute and reproduce its products and services with respect to which I used such confidential information or intellectual property.

3. To the extent allowed by law, Section 2 includes all rights or paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like relating to the Inventions (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my employment that relate to the Company or its business or demonstrably anticipated business of the Company or that are received by or for the Company in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this Section 4 with respect to information I can document that is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to the Company all items containing or embodying Proprietary Information (including all copies,) except that I may keep my personal copies of (i) my compensation records, and (ii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

5. During the term of my employment and until one year after the term of my employment, I will not solicit any employee or consultant of the Company to leave the Company for any reason.

6. I agree that during the term of my employment with the Company (whether or not during business hours), and for a period of one (1) year after the term of my employment, I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of the Company, and I will not assist (whether as an employee, consultant, contractor, lender or equity participant) any other person or organization (including, but without limitation, Billback, Equitrac or Control Systems) in competing or in preparing to compete with any business or demonstrably anticipated business of the Company. During such restricted period, I will not cause or attempt to cause any client, customer or supplier of the Company or any of its affiliates to terminate or materially reduce its business with the Company or any of its affiliates.

7. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and the Company has the right to terminate my employment at

will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all the terms and conditions of my employment, and, as an employee of the Company, I have obligations to the Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by an authorized officer by the Company.

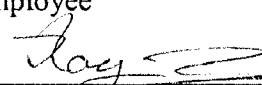
8. I agree that my obligations under Sections 2, 3, 4 and 5 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under Sections 2, 3 and 4 with respect to Inventions and Proprietary Information to which I have access during the course of my employment with the Company also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Arizona without regards to the conflict of laws provisions thereof. I hereby consent to exclusive jurisdiction and venue for all purposes in the state courts located in Maricopa County, Arizona, or the Federal District Court for the District of Arizona. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under the Applicable Laws, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. I also understand that any breach of this Agreement will cause irreparable harm to the Company for which damages would not be an adequate remedy, and therefore, the Company will be entitled to injunctive relief with respect thereto in addition to any other remedies.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Aug, 5, 2005

Employee

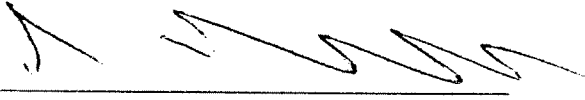


Signature

Ray Zwiefelhofer
Name (Printed)

Accepted and Agreed to:

nQueue, Inc.,
an Arizona corporation

By: 

Its: SECRETARY / TRUSTEE

EXHIBIT "A"

Existing Inventions

nQueue, Inc.
Attn: President


The following is a list of Inventions relevant to the performance of consulting services for nQueue, Inc., an Arizona corporation (the "Company"), that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment with the Company, that I desire to clarify are not subject to the Agreement. I have used my reasonable efforts to cause the following list to be a complete list of all of the above-described Inventions.

No Inventions

See below

Additional sheets attached

Employee:



(Signature)

Ray Zwickelhafer

(Employee's Printed Name)



December 21, 2005

By certified mail

Ray Zwiefelhofer
nQueue, LLC
7890 South Hardy Drive
Suite 105
Tempe, AZ 85284

Re: NQUEUE Madrid Protocol Trademark Registration
File: 285-006

Dear Ray:

Congratulations! I received the official certificate of registration for NQUEUE from the World Intellectual Property Organization who administers registration under the Madrid Protocol. The certificate of registration is enclosed. You should now use the ® symbol as a superscript next to the mark whenever it is used.

Your mark was registered retroactive to the filing date, namely December 18, 2003. A renewal fee will need to be paid every ten years you wish to keep the registration alive. The next filing fee is due December 18, 2013. We suggest that you calendar this date.

A schedule of the fees and their due dates is listed below. Please note that the amount, number, timing, and mailing address of the maintenance fees may be changed by law or regulation in the future. Additionally, the fee in U.S. Dollars is based on an exchange rate as of today, which is subject to change

Document to be Filed	Submit as Early as	Submit No Later Than	Current Fee per class	
Ten Year Renewal	June 18, 2013	December 18, 2013	653 Swiss Francs	\$500 US dollars
Twenty Year Renewal	June 18, 2023	December 18, 2023	653 Swiss Francs	\$500 US dollars
Thirty Year Renewal	June 18, 2033	December 18, 2033	653 Swiss Francs	\$500 US dollars

In the event you miss the filing window above, the affidavit can be filed up to six months late if you also pay a surcharge of 50% of the current renewal fee. For future reference, you can find correct trademark fee information at <http://www.wipo.int/madrid/en/fees/sched.htm>.

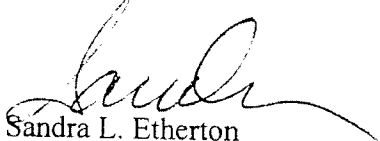
Over the life of your registration it is possible that we may lose contact with each other for reasons such as your address changes, our address changes, you may decide to hire a new attorney, or, unfortunately, one of us may be delivered to the great trademark office in the sky. We will endeavor to send you notices of these affidavits when due, however *it is your responsibility to make sure the affidavits are filed.*

While this registration confirms your rights in the mark, these rights can change over time through your use (or misuse) of the mark and through the use by others of conflicting marks. For these reasons we urge you to consult with us from time to time and to establish internal procedures to identify and challenge the use by others of conflicting marks.

Finally, if you would like trademark registration in additional countries, we can amend this registration to add subsequent designations at any time. Please let us know if you would like additional information on participating countries.

Please call if you have questions.

Sincerely,



Sandra L. Etherton
Registered Patent Attorney

Encl.



INVESTOR IN PEOPLE

World Intellectual Property Organisation (WIPO)
International Bureau
34, chemin des Colombettes
1211 Geneva 20
Switzerland

The Patent Office
Trade Marks & Designs

Cardiff Road, Newport
South Wales, NP10 8QQ
United Kingdom

Switchboard: +44(0)1633 814000
Minicom: 08459 222250
DX: 722542 Cleppa Park 3

Website: www.patent.gov.uk

Tel: +44 (0) 1633 811167
Fax: +44 (0) 1633 811055
E-mail: tm.int@patent.gov.uk
O/Ref: M845333/Trade Marks IU
Your Ref:
Date: 28 September 2005

Dear Sirs,

**STATEMENT OF GRANT OF PROTECTION BY THE UNITED KINGDOM
PATENT OFFICE IN ACCORDANCE WITH RULE 17(6) OF THE COMMON
REGULATIONS UNDER THE MADRID AGREEMENT AND PROTOCOL**

Re : International Registration Number : 845333
For the Mark : NQUEUE
Holder of International Registration : nQueue, LLC

All procedures before the office have been completed; protection is accordingly granted to the mark that is subject of the above international registration.

Yours faithfully

Trade Marks Examination (International)

WORLD INTELLECTUAL
PROPERTY ORGANIZATION

34, chemin des Colombettes, P.O. Box 18, CH-1211 Geneva 20 (Switzerland)
WIPO postal cheque account: No. 12-5000-8 Geneva
Int'l Bank Account Number (IBAN): Credit Swiss Bank, Geneva
CH35 0425 1048 7080 8100 0 / Swift Code: CRESCHZZ12A
Tel. (41-22) 338 9111 Fax : (41-22) 733 5428
E-mail: intreg.mail@wipo.int Internet: <http://www.wipo.int>



Madrid Agreement
and
Madrid Protocol

By registered mail

Sandra L. Etherton
Etherton Law Group, LLC
P.O. Box 27843
Tempe, AZ 85285-7843
United States of America

Our reference: 860/316153501

Geneva, 14/10/2005

Re: Statement of Grant of Protection
International registration No. 845333 (NQUEUE)

Madam,
Sir,

Please find enclosed a statement of grant of protection for the above-mentioned international registration, issued by the Office of United Kingdom, in accordance with Rule 17(6) (a) (i) of the Common Regulations under the Madrid Agreement and the Protocol Relating to that Agreement.

You will also find enclosed a copy of Information Notice No. 23/2000, which concerns such statements.

International Bureau of the World Intellectual
Property Organization (WIPO)



WORLD INTELLECTUAL PROPERTY ORGANIZATION

34, chemin des Colombettes, P.O. Box 18, CH-1211 Geneva 20 (Switzerland)
‡ (41-22) 338 91 11 – Facsimile (International Trademark Registry): (41-22) 740 14 29
e-mail: intreg.mail@wipo.int – Internet: <http://www.wipo.int>

PROTOCOL RELATING TO THE MADRID AGREEMENT CONCERNING THE INTERNATIONAL REGISTRATION OF MARKS

Amendments to the Common Regulations Under the Madrid Agreement and Protocol: Statement of Grant of Protection

1. On September 26, 2000, the Assembly of the Madrid Union adopted amendments to Rules 17 and 32 of the Common Regulations under the Madrid Agreement and Protocol, with effect from November 1, 2000. The text of the amendments appears below.
2. The amendment to Rule 17 consists in inserting a new paragraph (6), which provides for an Office which finds no ground of objection to the international registration to send a statement of grant of protection to the International Bureau before the expiry of the applicable refusal period. New paragraph (6) further provides for the International Bureau to record any such statement in the International Register and to transmit a copy thereof to the holder of the international registration. In addition, Rule 32(1)(a)(iii) has been amended to provide for the publication of statements of grant of protection in the Gazette.
3. The reason for these amendments is as follows: under the Madrid Agreement and Protocol, a mark that is the subject of an international registration is automatically protected in each of the designated Contracting Parties unless, within a time limit which is specified in Article 5(2) of the respective treaties, the Office of a designated Contracting Party expressly notifies the International Bureau that protection of the mark cannot be granted. This principle has always been considered as one of the main attractions of the Madrid system since, at the expiry of the applicable refusal period (12 or 18 months), the holder of an international registration is in a position to know how the protection of the mark stands in each designated Contracting Party, even if no communication has been received from the Office concerned. This was particularly advantageous in the days when many Offices routinely took longer than 12 months to examine applications filed directly with them. In recent years, however, many Offices have reduced their backlogs and are able to issue examination reports in a period shorter than one year. This means that, well before the expiry of the applicable refusal period, an Office may already be in a position to know that it will not issue a refusal of protection.
4. The amendment to Rule 17 is aimed at encouraging Offices to give early notice to holders of international registrations that protection is not being refused. Moreover, the publication of this information will improve transparency as far as third parties are concerned.