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103412886

CORDATION FORM COVER SHEET PATENTS ONLY

Trademark Office: Please record the attached documents or the new address(es) below.

6.1.07

1. Name of conveying party(ies):

Martha Teasley Demere, Personal Representative of the Estate of the Inventor, Raymond S. Demere
Signed 4/30/07

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

2. Name and address of receiving party(ies)

Name: Pump-On LLC

Internal Address: 2951 Zelda Road

Street Address: 2951 Zelda Road

City: Montgomery

State: AL

Country: USA Zip: 36106

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

3. Nature of conveyance:

Execution Date(s) April 30, 2007

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

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

A. Patent Application No.(s)
10/763,036

B. Patent No.(s)
7,163,146

This document is being filed together with a new application.

Additional numbers attached? Yes No

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

Name: T. Benjamin Schroeder, Ph.D.

Internal Address: Kilpatrick Stockton LLP

1001 West Fourth Street

Street Address: 1001 West Fourth Street

City: Winston-Salem

State: NC Zip: 27101

Phone Number : 336-607-7486

Fax Number: 336-607-7500

Email Address: bschroeder@kilpatrickstockton.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 1001
Expiration Date 8/2010

b. Deposit Account Number _____

Authorized User Name _____

9. Signature :

T. Benjamin Schroeder

June 1, 2007

Signature

Date

T. Benjamin Schroeder

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

Name of Person Signing

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: 019399 FRAME: 0298

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS IN
PATENT APPLICATION**

Whereas I the undersigned Personal Representative of the Estate of the inventor,
Raymond S. Demere:

Martha Teasley Demere, 3343 Southview Avenue, Montgomery, Alabama 36111
(address)

have invented certain new and useful innovations as set forth in the patent application
entitled

METHODS AND SYSTEMS FOR RETAIL CLUB MEMBERSHIP AUTHORIZATION

for which I (we) have executed an application for a United States Patent which was filed in the
U.S. Patent and Trademark Office on January 22, 2004, and which bears the Application No.
10,763,036, Patent No. 7,163,146.

For good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, I/we the Personal Representative of the Estate of the undersigned inventor(s)
hereby:

- 1) Agree to sell, assign, transfer, and convey, and hereby do sell, assign, transfer, and
convey, to Pump-On LLC, 2951 Zelda Road, Montgomery, Alabama 36106, (hereinafter
referred to as "ASSIGNEE"), the entire right, title, and interest in and to (a) any intellectual
property (including without limitation any innovation, information, invention, discovery,
product, process, work, copyright, or design) disclosed, embodied, affixed, shown, or claimed in
the above-referenced patent application, implicitly or explicitly; (b) the above-referenced patent
application, any application based in whole or in part upon the above-referenced patent
application, and any application claiming priority to the above-referenced patent application
(including without limitation any continuation, continuation-in-part, reissue, reexamination, or
foreign patent application based in whole or in part on the above-referenced patent application or
claiming priority to the above-referenced patent application); and (c) any Patent (including
without limitation domestic and foreign patents, utility models, industrial designs, divisionals,
reissues, and reexaminations) that is granted or issued upon, or that claims priority to, any and all
applications under (b) of this paragraph or that discloses or claims intellectual property under (a)
of this paragraph, in whole or in part.
- 2) Authorize and request the Commissioner of Patents or any other agency, domestic or
foreign, to issue any and all Letters or other Patent(s), or other document(s), resulting from
patent applications or intellectual property under paragraph 1 (including without limitation any
division(s), continuation(s) (in whole or in part), substitute(s), or reissue(s) thereof) to the
ASSIGNEE.
- 3) Agree to execute all papers and documents, including without limitation applications,
declarations, oaths, petitions, and other papers, and, entirely at the ASSIGNEE'S expense,

perform any acts which are necessary in connection with the prosecution of patent applications or intellectual property under paragraph 1 and/or the enforcement of patents or other rights resulting from such applications or intellectual property.

4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives, and assigns.

5) Warrant and represent that I/we have not entered, and will not enter into, any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

Signature: Martha Teasley Demere Date: 04-30-07

Typed Name: Martha Teasley Demere,
Personal Representative of the
Estate of Raymond S. Demere

State of Alabama

County of Montgomery

Before me this 30th day of April, 2007 personally appeared Martha Teasley Demere, Personal Representative of the Estate of Raymond S. Demere to me personally known to be the person(s) who is/are described in and who executed the above instrument, and he/they acknowledged to me that he/they executed the same of his/their own free will for the purposes therein set forth.

My Commission Expires:

[seal]

JOAN P. BURDEN
Notary Public, AL State at Large
My Comm. Expires Feb. 1, 2008

Joan P. Burden
Notary Public