

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Abanco International, LLC	08/31/2007
RECEIVING PARTY DATA	
Name:	Abanco Investments, LLC
Street Address:	10255 West Higgins Road, Suite 500
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11340302
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ATTORNEY DOCKET NUMBER:	18474.01US4
NAME OF SUBMITTER:	Michael A. Carrillo
Total Attachments: 5 source=Patent Assignments#page1.tif source=Patent Assignments#page2.tif source=Patent Assignments#page3.tif source=Patent Assignments#page4.tif source=Patent Assignments#page5.tif	

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PATENT

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is effective as of August 31, 2007 (the "Effective Date"), and is by and between **Abanco International, LLC**, a Delaware limited liability company ("Assignor"), and **Abanco Investments, LLC**, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignee is acquiring certain intellectual property of Assignor, including the Patents (as defined below);

WHEREAS, Assignor is the sole owner of all right, title and interest in the patent applications and issued patents listed in Schedules A and B attached hereto (collectively, the "Patents"); and

WHEREAS, Assignee desires to acquire, and Assignor has agreed to assign, all of Assignor's right, title and interest in and to said Patents.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor does hereby assign, convey and transfer to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in, to and under the Patents throughout the United States of America, its territories and all foreign countries, including: (i) the right to claim priority from such Patents under United States law, any applicable foreign country's law, or international convention, (ii) any and all inventions described within the Patents, (iii) any and all continuation, continuation-in-part, or divisional applications thereof and any patents or utility model registrations that may be granted on such applications in the United States or any foreign country, including, but not limited to, any reissue, reexamination, or renewal patents, and (iv) all rights to sue and collect damages for infringement of any Patents whether arising prior to or subsequent to the Effective Date of this Patent Assignment, the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Patent Assignment not been made.

FURTHER ASSURANCES. Assignor further agrees, at the request of Assignee and without charge or cost to Assignor, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office or any other governmental body in order to record this assignment in other foreign jurisdictions throughout the world.

2. **NO CONFLICT.** Assignor covenants that it has not executed and will not execute any agreement in conflict with this Patent Assignment. Assignor represents and warrants that it is the exclusive owner of all right, title and interest in and to the Patents, and

there are no liens, encumbrances, claims and assignments with respect to the Patents, and has the authority to assign its rights to the Patents to Assignee.

3. **GENERAL**

(a) **Choice of Law.** This Patent Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice of law or conflict of law provision.

(b) **Severability.** If any part of this Patent Assignment shall be found to be illegal, invalid or unenforceable, this Patent Assignment shall be given such meaning as would make this Patent Assignment legal, valid and enforceable in order to give effect to the intent and expectations of the parties.

(c) **Counterparts.** This Patent Assignment may be executed in one or more counterparts, any one of which need not bear the signatures of more than one party, but all of which, taken together, shall constitute one and the same agreement.

(d) **Entire Agreement.** This Patent Assignment constitutes the entire agreement by and between the parties relating to the subject matter hereof, and supersedes all prior negotiations, correspondence, discussions, representations, or agreements, whether written or oral.

(e) **Successors and Assigns.** This Patent Assignment shall be binding upon and inure to the benefit of the parties hereto, including all parent, subsidiary and related companies and entities, and each of their officers, directors, partners, successors, assigns, employees, agents and licensees, and persons acting in concert therewith, if any.

SCHEDULE A

U.S. Patent Applications

Title	Owner	Status	Appl. No.	Filing Date
System and Method for Sales and Inventory Reconciliation	Abanco International, LLC	Pending	10/802,558	03/17/2004
System and Method for Sales and Service Reconciliation	Abanco International, LLC	Pending	11/226,130	09/14/2005
System for Real-time Sales and Inventory Reconciliation	Abanco International, LLC	Pending	11/340,302	01/26/2006

SCHEDULE B

Foreign Patent Applications

<u>Title</u>	<u>Owner</u>	<u>Country</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>
System and Method for Sales and Inventory Reconciliation	Abanco International, LLC	Mexico	Pending	5009813	03/17/2004
System and Method for Sales and Inventory Reconciliation	Abanco International, LLC	Canada	Pending	2518895	03/17/2004