

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of submitter previously recorded on Reel 019930 Frame 0950. Assignor(s) hereby confirms the correct name of submitter is Darin J. Gibby.										
CONVEYING PARTY DATA											
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>First Data Corporation</td><td>08/31/2007</td></tr></table>	Name	Execution Date	First Data Corporation	08/31/2007							
Name	Execution Date										
First Data Corporation	08/31/2007										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Integrated Payment Systems Inc.</td></tr><tr><td>Street Address:</td><td>12500 East Belford Avenue</td></tr><tr><td>City:</td><td>Englewood</td></tr><tr><td>State/Country:</td><td>COLORADO</td></tr><tr><td>Postal Code:</td><td>80012</td></tr></table>	Name:	Integrated Payment Systems Inc.	Street Address:	12500 East Belford Avenue	City:	Englewood	State/Country:	COLORADO	Postal Code:	80012	
Name:	Integrated Payment Systems Inc.										
Street Address:	12500 East Belford Avenue										
City:	Englewood										
State/Country:	COLORADO										
Postal Code:	80012										
PROPERTY NUMBERS Total: 1											
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>5774879</td></tr></table>	Property Type	Number	Patent Number:	5774879							
Property Type	Number										
Patent Number:	5774879										
CORRESPONDENCE DATA											
Fax Number: (415)576-0300 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 415-576-0200											
Email: djgibby@townsend.com											
Correspondent Name: Darin J. Gibby											
Address Line 1: Townsend and Townsend and Crew LLP											
Address Line 2: Two Embarcadero Center, 8th Floor											
Address Line 4: San Francisco, CALIFORNIA 94111											
ATTORNEY DOCKET NUMBER:	020375-023300US										
NAME OF SUBMITTER:	Darin J. Gibby										
Total Attachments: 9 source=020375 corrective#page1.tif source=020375 corrective#page2.tif											

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PATENT
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:DARIN J. GIBBY COMPANY:TOWNSEND AND TOWNSEND AND CREW LLP

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.110/10/2007
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
First Data Corporation	08/31/2007
RECEIVING PARTY DATA	
Name:	Integrated Payment Systems Inc.
Street Address:	12500 East Belford Avenue
City:	Englewood
State/Country:	COLORADO
Postal Code:	80012
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5774879
CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-576-0200
Email:	djgibby@townsend.com
Correspondent Name:	Darin J. Gibby
Address Line 1:	Townsend and Townsend and Crew LLP
Address Line 2:	Two Embarcadero Center, 8th Floor
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	020375-023300US
NAME OF SUBMITTER:	d
Total Attachments: 5 source=020375-000000 Assignment#page1.tif source=020375-000000 Assignment#page2.tif source=020375-000000 Assignment#page3.tif source=020375-000000 Assignment#page4.tif	

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DARIN J. GIBBY COMPANY:TOWNSEND AND TOWNSEND AND CREW LLP

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ASSIGNMENT AND LICENSE

WHEREAS, First Data Corporation ("First Data") is the Assignee of all right, title, and interest in and to certain patents and patent applications identified on Schedule A (the "Patents");

WHEREAS, First Data has undertaken the Non-Consolidation Project, and pursuant to which First Data is desirous of transferring all right, title and interest in and to the Patents in this assignment to Integrated Payment Systems Inc. ("IPS"), while allowing First Data and its subsidiaries to practice the inventions described in the Patents; and

WHEREAS, IPS wishes to acquire, in exchange for certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, all right, title and interest in and to the Patents in this assignment to Integrated Payment Systems Inc. ("IPS"), while allowing First Data and its subsidiaries to practice the inventions described in the Patents.

NOW THEREFORE, First Data assigns and transfers to IPS, its successors, legal representatives and assigns, all of its rights, title, and interest in and to the Patents, as any such rights, title or interest exist; and First Data agrees to cooperate with IPS in performing whatever actions IPS may reasonably require in the obtaining and sustaining of any and all such Letters Patent and in confirming IPS' exclusive ownership of the Patents, but at the expense of IPS including the execution of documents on behalf of IPS before the United States Patent and Trademark Office with respect to the Patents.

IPS (on behalf of itself and its Subsidiaries) hereby grants to First Data and its Subsidiaries:

(a) an immunity from patent infringement claims, actions and suits based on any act which, if not licensed hereunder, would infringe, contributorily infringe or induce the infringement of any of the Patents, and

(b) pursuant to such immunity, a worldwide, royalty-free, non-exclusive license under the Patents to (i) make, have made (including authorizing others to provide to First Data for its own use), use, have used, sell, offer to sell, lease, import and otherwise transfer any machine, system, process or product, or any component thereof, (ii) provide and have provided any service, and (iii) practice and have practiced any process or method.

Except as specifically provided otherwise in this Assignment and License, the immunity and licenses granted under this Assignment and License are personal, non-transferable and non-assignable (other than to a successor resulting from an internal corporate reorganization and not related to acquisition of the assigning party by a third party), and do not include the right to sublicense any other party.

The immunity and licenses granted under this Assignment and License extend to and from Subsidiaries of the parties. For purposes of this Assignment and License, "Subsidiary" shall mean, when used with respect to any Person, any corporation or other organization, whether

incorporated or unincorporated, at least a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries. Each Subsidiary shall be bound by the terms and conditions of this Assignment and License as if it were a named party hereto. If at any time a Subsidiary of a party ceases to be a Subsidiary, then (a) any immunity and licenses to such Subsidiary under the patents of the other party shall continue, but only to the business operations of the Subsidiary (and its products and services) existing at the time it ceased to be a Subsidiary, and (b) any immunity and licenses on behalf of such Subsidiary to the other party shall continue, notwithstanding its ceasing to be a Subsidiary.

IPS shall have the sole and exclusive right (in its sole discretion) to assert and bring legal action against others for infringement (including past infringement) of the Patents, except under the limited circumstances provided hereinbelow. First Data agrees to be bound by any decision in such action as to the Patents. If, notwithstanding the foregoing, First Data is required by law or by the court to be a party to such action, First Data shall waive venue and permit itself to be joined as a party.

As the only exception to the sole and exclusive right of IPS to assert Patents, should legal action be brought against First Data in any jurisdiction claiming infringement by First Data of a patent of a third party issued in the U. S. or any other country, then First Data may assert any one or more of the Patents against such third party for infringement (including past infringement) thereof, by bringing legal action for damages and injunctive relief against such third party. First Data may not grant a license under the Patents in settlement of such action, without the prior written approval and authorization of (and agreed compensation to) IPS. Under the limited circumstances provided herein, First Data shall obtain the approval of IPS prior to commencing an infringement action asserting the Patents and shall begin the process of obtaining such approval by providing written notice of its intent to assert such patents. Such notice shall include (a) the name of the third party, (b) the circumstances (including relevant dates) leading to such assertion, and (c) a summary of all information known to First Data relating to the infringement by the third party, and shall be delivered to IPS at least thirty (30) days prior to First Data's intention to commence an infringement action against the third party. Any such assertion shall have a good faith and reasonable basis for claiming infringement by the third party. IPS shall have the right (to be exercised within ten (10) days after receiving the assertion notice) to have both parties jointly retain counsel (skilled in patent law and selected by mutual agreement) to determine whether the basis for claiming infringement satisfies this paragraph, with such determination and related discussions to be maintained as privileged and confidential. Such determination shall be made within thirty (30) days after delivery of the assertion notice from First Data.

IPS may, at its option, elect to join as a voluntary party to such legal action prior to its commencement, in which event IPS shall (a) share equally in the cost (including attorney fees) of such action, (b) have the right to participate (in good faith) in such action with counsel of its own choosing and at its own expense, (c) be entitled to share equally in all damages that may be

awarded (or made in settlement) against the third party on account of the Patents after deduction of both parties' costs (including attorney fees), and (d) have control over any matters that are likely to affect the validity or enforceability (including future economic value) of the Patents, including the future enforceability against such third party. First Data shall have control over all other matters arising in such action or its settlement (provided any settlement relating to the IPS share of damages is agreed to by IPS).

If IPS declines to join as a voluntary party to such action prior to its commencement, it agrees to be bound by any decision in or settlement of such action as to the Patents. In such event, all costs and expenses of such action shall be borne by First Data, and First Data shall be entitled to receive all damages that may be awarded (or made in settlement). If notwithstanding the foregoing, IPS is required by law or by the court to be a party to such action, IPS shall waive venue and permit itself to be joined as a party.

IN WITNESS WHEREOF, First Data and IPS have hereto executed this Assignment and License as of the earliest of the day(s) indicated below.

FIRST DATA CORPORATION

By:

Name:

Title:

Date: August 31, 2007

INTEGRATED PAYMENT SYSTEMS INC.

By:

Name:

Title:

Date: August 31, 2007

SCHEDULE A TO ASSIGNMENT

File Number	Title	Inventor(s)	Application No. Filing Date	Patent No. Issue Date
023300US	Automated Financial Instrument Processing System	Custy, Jeanne M. Knoll, Benjamin L. Sugira, Shunsaku Walsh, Brian W.	08/732159 10/16/1996	5774879 06/30/1998
023310US	Secure Printer for Printing Financial Instruments	Custy, Jeanne M. Knoll, Benjamin L.	09/106490 06/29/1998	6088684 07/11/2000
023320US	Automated Financial Instrument Processing System	Sazama, Jeanne M. Knoll, Benjamin L. Sugira, Shunsaku Walsh, Brian W.	08/173907 12/27/1993	
032500US	Systems and Methods for Processing Negotiable Instruments	Gains, Cathy Lawless, Kathy Heller, Robin Custy, Jeanne M.	10/410519 04/07/2003	
032900US	Methods and Systems for Information Management	Gains, Cathy Baxter, Craig A. Esch, Rodney J. MacFarlane, Jackie M. Sanchez, Ginger	10/946913 09/21/2004	
035200US	Methods and Systems for Negotiable-Instrument Fraud Prevention	Baxter, Craig A. Ciaccia, John C. Esch, Rodney J.	10/371984 02/20/2003	

File Number	Title	Inventor(s)	Application No. Filing Date	Patent No. Issue Date
035210US	Methods and systems for Negotiable Instrument Fraud Prevention	Baxter, Craig A. Ciaccia, John Charles Esch, Rodney J.	11/481 062 7/3/2006	