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OMB No. 0651-0027 (exp. 6/30/2008)

11-23-2007



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103463390

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents of the new address(es) below.

**1. Name of conveying party(ies)**

GRAFF, Richard A.; MCKEVITT, James M.

**2. Name and address of receiving party(ies)**

Name: Ross/Graff Holdings

Internal Address: Suite 1616

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) July 3, 2007

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

Street Address: 400 North Michigan Ave.

City: Chicago

State: IL

Country: USA Zip: 60611

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

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

This document is being filed together with a new application.

A. Patent Application No.(s)

11/825,505

B. Patent No.(s)

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Peter K. Trzyna, Esq.

Internal Address: P. O. Box 7131

Street Address:

City: Chicago

State: IL Zip: 60601

Phone Number: 312-240-0824

Fax Number: 312-240-0825

Email Address: pkt-law@sbcglobal.net

**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 \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0235

Authorized User Name Peter K. Trzyna

**9. Signature:**

Signature

Peter K. Trzyna

Name of Person Signing

November 15 2007

Date

11/21/2007 MJAMA1 00000073-500235  
Total number of pages including cover sheet, attachments, and documents: 9

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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

ASSIGNMENT of Invention

WHEREAS, Richard A. Graff, having an address at 221 East Walton Place, Chicago, Illinois 60611, is named as the inventor of a provisional patent application titled *Securitization System*, filed December 5, 2006, and having serial number 60/872,993, and the undersigned is the inventor of the subject matter described in the above-referenced patent application.

WHEREAS, Richard A. Graff is adding to the provisional patent application to prepare and file a utility patent application, and has a draft of the utility patent application.

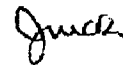
WHEREAS, Richard A. Graff, and the Assignee identified below, would appreciate confidential consideration and second-pair-of-eyes review of the draft of the utility patent application.

WHEREAS, James M. McKeivitt, having an address at 6695 Bass Lake Boulevard, Pentwater, Michigan 49449, is agreeable to provide the confidential consideration and second-pair-of-eyes review, and to maintain confidentiality for each piece of information disclosed until that piece becomes publicly or lawfully accessible.

WHEREAS, with regard to the patent applications, *Ross/Graff Holdings LLC* (hereinafter, the "Assignee"), a corporation organized under the laws of the State of Illinois, having an address at 400 N. Michigan Avenue, Suite 1616, Chicago, IL 60611, has an acknowledged right to the entire right, title, and interest therein, thereto, and thereunder, including, all patent rights and any and all patent applications and/or patents related thereto or claiming priority therefrom, including continuation-in-part applications and reissue applications.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) in hand paid to me from Assignee, the receipt of which by me is hereby acknowledged, James M. McKeivitt shall provide the confidential consideration and second-pair-of-eyes review, and shall maintain confidentiality for each piece of information disclosed until that piece becomes publicly or lawfully accessible;

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FURTHER, James M. McKevitt AND Assignee agree that, if the consideration and second-pair-of-eyes review, or communications pursuant thereto, result in James M. McKevitt contributing anything inventive that is claimed in a resulting patent, then in consideration of good and valuable consideration, the sufficiency of which is accepted, It is hereby acknowledged that James M. McKevitt has sold, assigned, transferred, and set over, and by these presents do hereby sell, assign, transfer, and set over, unto the Assignee, its successors, and assigns, the entire right, title and interest in, to, and under any and all inventions, which may be disclosed or described in the above-identified utility patent application and patent, and any and all rights thereto, including any and all United States and foreign patents which may be granted pursuant thereto, and any and all United States and foreign applications, continuations, divisions, renewals, and substitutes thereof, and James M. McKevitt hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent for said invention to the Assignee its successors, and assigns, in accordance with the terms of this instrument,

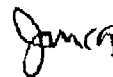
AND James M. McKevitt hereby covenants:

full right to convey the entire interest assigned;

that James M. McKevitt has not executed, and will not execute, any agreement in conflict herewith; and


that James M. McKevitt will communicate to the Assignee, its successors, legal representatives, and assigns, any facts known respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all related documents, make all rightful oaths, and generally do everything possible to aid the assignee, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for said invention.


THIS ASSIGNMENT of Invention is the entire agreement as to its subject matter. If any portion of this Assignment of Invention is determined to be invalid, illegal, or unenforceable under any present or future law by the final judgment of any court of competent

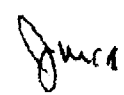


jurisdiction, the remainder of this Assignment of Invention shall not be affected thereby. It is the intention of the undersigned that if any portion of this Assignment of Invention is determined to be invalid, a portion as similar in terms to such portion as is possible to be legal, valid, and enforceable shall be added in lieu thereof.

IN TESTIMONY WHEREOF, the undersigned hereunto have set hands and seals on the day and year set opposite the signatures below.

Date: July 3 2007   
Residence and Post Office Address: James M. McKeivitt  
6695 Bass Lake Boulevard,  
Pentwater, Michigan 49449  
Citizenship: USA

Date: July 3 2007   
Richard A. Graff  
Ross/Graff Holdings LLC



ADDENDUM TO ASSIGNMENT OF INVENTION

WHEREAS, James M. McKevitt, having an address at 8695 Bass Lake Boulevard, Pentwater, Michigan 49449, has entered into the above-provided ASSIGNMENT of Invention with Ross/Graff Holdings LLC (hereinafter, the "Assignee"), a corporation organized under the laws of the State of Illinois, having an address at 400 N. Michigan Avenue, Suite 1616, Chicago, IL 60611;

WHEREAS, the assignment references "other good and valuable consideration";

WHEREAS, James M. McKevitt and Assignee wish to document the "other good and valuable consideration";

NOW THEREFORE, be it known that James M. McKevitt and Assignee agree that the "other good and valuable consideration" shall consist of seven and one-half percent (7 1/2%) up to, but not to exceed, one million dollars (\$1,000,000.00) of net income from licensing or sale of patent rights covered by the Assignment of Invention.

This ADDENDUM TO THE ASSIGNMENT of Invention is the entire agreement as to its subject matter. If any portion of this ADDENDUM TO THE ASSIGNMENT of Invention is determined to be invalid, illegal, or unenforceable under any present or future law by the final judgment of any court of competent jurisdiction, the remainder of this Assignment of Invention shall not be affected thereby. It is the intention of the undersigned that if any portion of this Assignment of Invention is determined to be invalid, a portion as similar in terms to such portion as is possible to be legal, valid, and enforceable shall be added in lieu thereof.

IN TESTIMONY WHEREOF, the undersigned hereunto have set hands and seals on the day and year set opposite the signatures below.

Date: July 3, 2007 James M. McKevitt  
Residence and Post Office Address: James M. McKevitt  
8695 Bass Lake Boulevard,  
Pentwater, Michigan 49449  
Citizenship: USA

*JMK*

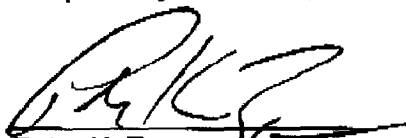
Date: July 3, 2007

Richard A. Graff  
Richard A. Graff  
Ross/Graff Holdings LLC

*JWR*

Ser. No. 11/825,505  
Atty. Ref. Graff-P2-07

Respectfully submitted,



Peter K. Trzyna  
(Reg. No. 32,601)

Date: November 15, 2007

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