

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TransactionSecure, L.L.C.	09/11/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TransSec Data Limited Liability Company
<b>Street Address:</b>	2711 Centerville Road
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	60651236
Patent Number:	6339766
Application Number:	09918781
PCT Number:	US9928489
<b>CORRESPONDENCE DATA</b>	
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<b>Address Line 1:</b>	1100 New York Avenue NW
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005
<b>NAME OF SUBMITTER:</b>	Timothy A. Doyle

**Total Attachments: 5**  
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**PATENT**  
**REEL: 020679 FRAME: 0019**

**OP \$160.00 60651236**

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**ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, TransactionSecure, L.L.C., a Utah limited liability company, with an office at 185 South State #1300, Salt Lake City, UT 84111 (“*Assignor*”), does hereby sell, assign, transfer, and convey unto TranSec Data Limited Liability Company, a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 (“*Assignee*”), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the “*Patent Rights*”):

(a) the provisional patent applications, patent applications and patents listed in the table below (the “*Patents*”);

(b) all patents and patent applications that comprise the same (or substantially the same) invention (i) to which any of the Patents claims priority, (ii) for which any of the Patents forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts comprising the same (or substantially the same invention) based on any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the

Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind

for past, current, and future infringement; and

- (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
6,339,766	US	12/2/1998	Electronic payment system employing limited-use account number  Brian R. Gephart
11/350,205	US	2/8/2006	Electronic payment system with pin and sub-account configurations  Brian R. Gephart

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

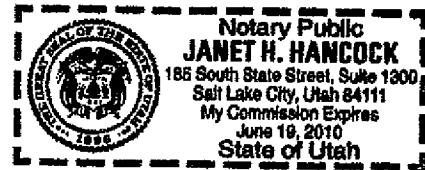


On September 11, 2007, before me, Janet H. Hancock,  
Notary Public in and for said State, personally appeared Joseph M.R. Covey,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument and acknowledged to me that  
he/she executed the same in his/her authorized capacity, and that by his/her 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 Janet H. Hancock

(Seal)



**ASSIGNMENT OF RIGHTS IN CERTAIN ASSETS**

For good and valuable consideration, the receipt of which is hereby acknowledged, TransactionSecure, L.L.C., a Utah limited liability company, with an office at 185 South State #1300, Salt Lake City, UT 84111 ("*Assignor*"), does hereby sell, assign, transfer, and convey unto TranSec Data Limited Liability Company, a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("*Assignee*"), or its designees, the right, title, and interest in and to any and all of the following provisional patent applications, patent applications, patents, and other governmental grants or issuances of any kind (the "*Certain Assets*"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
PCT/US99/28489	WO	12/2/1999	Electronic payment system employing limited-use account number
09/918,781	US	7/31/2001	Electronic payment system employing selectively activatable limited-use account number  Brian Gephart
60/651,236	US	2/9/2005	Electronic payment system with PIN and sub-account configurations  Brian R. Gephart

Assignor assigns to Assignee all rights to the inventions, invention disclosures, and discoveries in the assets listed above, together, with the rights, if any, to revive prosecution of claims under such assets and to sue or otherwise enforce any claims under such assets for past, present or future infringement.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to make available to Assignee all records regarding the Certain Assets.

The terms and conditions of this Assignment of Rights in Certain Assets will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

DATED this \_\_\_ day of \_\_\_\_\_ 20\_\_.

**ASSIGNOR:**

TRANSACTIONSECURE, L.L.C.

By: Joseph M.R. Kavey  
 Name: Joseph M.R. Kavey  
 Title: Managing member