


Client Code: QLOYAL.006GEN

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (List using letters or numbers for multiple parties) Utix Group, Inc. Additional name(s) of conveying party(ies) attached? () Yes (X) No	2. Name and address of receiving party(ies): Name: Quantum Loyalty Systems, Inc. Street Address: 926 Incline Way, Suite 200 City: Incline Village State: Nevada ZIP: 88945 Additional name(s) of receiving party(ies) attached? (X) Yes () No
3. Nature of conveyance: () Assignment () Security Agreement () Merger () Change of Name (X) Other: Corporate Assignment Execution Date: (List as in section 1 if multiple signatures) April 9, 2008	4. US or PCT Application number(s) or US Patent number(s): (X) Patent No.: 7,337,949 Issue Date: March 4, 2008 Additional numbers attached? (X) Yes () No
5. Party to whom correspondence concerning document should be mailed: Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14 th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: QLOYAL.006GEN	6. Total number of applications and patents involved: 7
7. Total fee (37 CFR 1.21(h)): \$280 (X) Authorized to be charged to deposit account	8. Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account.
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <u>David N. Weiss</u> Name of Person Signing 41,371 Registration No. </div> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> <u>April 10, 2008</u> Date </div> </div> <div style="text-align: center; margin-top: 20px;"> Total number of pages including cover sheet, attachments and document: 5 </div>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
 Director, U.S. Patent and Trademark Office
 P.O. Box 1450
 Alexandria, VA 22313-1450
Facsimile Number: (571) 273-0140

CH \$240.00 111410 11778423

4. US or PCT Application number(s) or US Patent number(s):

- (X) Patent No.: 7,156,294
Issue Date: January 2, 2007
- (X) Patent No.: 7,066,383
Filing Date: June 27, 2006
- (X) Patent Application No.: 11/778,423
Filing Date: July 16, 2007
- (X) Patent Application No.: 11/824,535
Filing Date: June 29, 2007
- (X) Patent Application No.: 11/824,586
Filing Date: June 29, 2007
- (X) Patent Application No.: 11/870,940
Filing Date: October 11, 2007

CORPORATE ASSIGNMENT

WHEREAS, Utix Group, Inc. (hereinafter "ASSIGNOR"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 7 New England Executive Park, Suite 610, Burlington, Massachusetts 01803, is the owner of the entire right, title and interest in and to the inventions described in the patents and patent applications of the United States listed in Schedule A; and

WHEREAS, Quantum Loyalty Systems, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Nevada, and having a usual place of business at 926 Incline Way, Suite 200, Incline Village, Nevada 88945, desires to acquire the entire right, title and interest therein;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, its successors, assigns, and legal representatives, ASSIGNOR'S entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in the patents and patent applications, together with ASSIGNOR'S entire right, title and interest in and to the patents and patent applications, and such Letters Patent that may issue thereon or patent application that may claim priority thereto under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, designs, reissues, reexaminations, extensions, and substitutions of said the patents and patent applications, and any right, title and interest in provisional applications to which the patents and patent applications claims priority and such Letters Patent that may issue thereon; the invention(s), patent applications and Letters Patent to be held and enjoyed by ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made; ASSIGNOR hereby conveys all rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. ASSIGNOR hereby acknowledges that this assignment carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE'S selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of the entire right, title and interest therein;

AND, ASSIGNOR hereby further agrees to execute upon request any other lawful documents and likewise to perform any other lawful acts that may be deemed necessary to secure fully the aforesaid invention(s) to ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, continuation, design, divisional, reissue, reexamination, substitution, or corresponding foreign or international patent applications;

AND, ASSIGNOR hereby further agrees to provide statements or testimony in any interference or other proceeding in which the invention(s) or any patent application or patent directed thereto may be involved;

AND, ASSIGNOR hereby authorizes ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of execution of this assignment;

AND, ASSIGNOR hereby authorizes and requests the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the date set forth below.

Dated: 9 APR 08

ASSIGNOR:
Officer:

Charles Lieppe
CHAIRMAN
Name: Charles Lieppe
Title: Chairman

STATE OF Arizona }
COUNTY OF Maricopa } ss.

On April 9, 2008, before me, Lisa R. Samartgedes, notary public personally appeared Charles Lieppe who proved to me on the basis of satisfactory evidence, which were FL Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he executed the same in his authorized capacity, voluntarily for its stated purpose as Chairman of UTIX GROUP, INC., and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Lisa R. Samartgedes
Notary Signature

[NTD: LIEPPE NOT IN MASSACHUSETTS - WILL BE ANOTHER STATE]



Schedule A

Country	Pat. No.	App. No.	Filing Date	Issue Date
US	7,337,949	11/641,304	12-19-2006	03-04-2008
US	7,156,294	11/204,803	08-15-2005	01-02-2007
US	7,066,383	10/827,737	04-20-2004	06-27-2006
US	N/A	11/778,423	07-16-2007	N/A
US	N/A	11/824,535	06-29-2007	N/A
US	N/A	11/824,586	06-29-2007	N/A
US	N/A	11/870,940	10-11-2007	N/A
WO	N/A	PCT/US05/13271	04-19-2005	N/A
AU	N/A	AU2005000236470	04-19-2005	N/A
EP	N/A	EP2005000737623.8	04-19-2005	N/A
CA	N/A	CA2005002563863	04-19-2005	N/A
JP	N/A	JP2007509560	04-19-2005	N/A