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PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
PURPOSE INTELLECTUAL PROPERTY MANAGEMENT II, INC.	04/28/2008

RECEIVING PARTY DATA

Name:	COMPUCREDIT INTELLECTUAL PROPERTY HOLDINGS CORP. II		
Street Address:	101 Convention Center Drive, Suite 850-15C		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11139211

CORRESPONDENCE DATA

Fax Number: (770)804-0900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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NAME OF SUBMITTER: Adam E. Crall

Total Attachments: 2

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PATENT REEL: 021140 FRAME: 0973

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ASSIGNMENT AND AGREEMENT

Whereas PURPOSE INTELLECTUAL PROPERTY MANAGEMENT II, INC., a corporation under the laws of the state of Nevada, hereinafter "PIPM II," having principal place of business address 101 Convention Center Drive, Suite 850-27A, Las Vegas, Nevada, 89109, is the assignee of record for pending application Ser. No. 11/139,211, entitled CUSTOMER ENROLLMENT IN A STORED VALUE CARD PROGRAM, for which an application for United States Patent was filed on May 27, 2005, in the names of Sheldon H. Foss, Jr. and Krishnamoorthy Srinivasan, inventors, and for which an assignment was recorded at Reel 017778, Frame 0537 to PIPM II on June 12, 2006, in the United States Patent Office;

AND

Whereas COMPUCREDIT INTELLECTUAL PROPERTY HOLDINGS CORP. II, a corporation under the laws of the state of Nevada, having principal place of business address of 101 Convention Center Drive, Suite 850-15C, Las Vegas, Nevada, 89109 is desirous of acquiring the entire right, title, and interest in the same;

NOW THEREFORE:

For good and valuable consideration, the receipt of which is hereby acknowledged, PIPM II, has granted, bargained, sold, assigned, and fully and irrevocably transferred hereby unto, COMPUCREDIT INTELLECTUAL PROPERTY HOLDINGS CORP. II, its successors, assigns, and legal representatives, the entire right, title and interest for the United States of America in and to any and all inventions relating to the application for Letters Patent, together with the entire right, title and interest in and to the application, and in and to Letters Patent which may be issued upon the application, and upon any division, extension, continuation or reissue thereof.

PIPM II hereby also sells, assigns, and transfers unto COMPUCREDIT INTELLECTUAL PROPERTY HOLDINGS CORP. II, the entire right, title and interest in and to the invention and in and to applications for Letters Patent therefore in all countries foreign to the Untied States of America, including all rights under any and all international conventions and treaties with respect of the invention and the applications for Letters Patent in foreign countries, and PIPM II further authorizes COMPUCREDIT INTELLECTUAL PROPERTY HOLDINGS CORP. II to apply for Letters Patent in foreign countries directly in its own name, and to claim priority of the filing date of the application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

PIPM II hereby authorizes and requests the Commissioner for Patents of the united States of America to issue Letters Patent upon the aforesaid application, division, extension, continuation or reissue, to COMPUCREDIT INTELLECTUAL PROPERTY HOLDINGS CORP. II, for the sole use and benefit of COMPUCREDIT INTELLECTUAL PROPERTY

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HOLDINGS CORP. II, its successors, assigns and legal representatives, to the full end of the term for which Letters Patent may be granted, the same as they would have been held and enjoyed by PIPM II had this assignment not been made. PIPM II further hereby authorizes and requests the equivalent authorities in foreign countries to issue the patents of their respective countries to COMPUCREDIT INTELLECTUAL PROPERTY HOLDINGS CORP. II.

PIPM II agrees that, when requested, PIPM II will, without charge to COMPUCREDIT INTELLECTUAL PROPERTY HOLDINGS CORP. II, but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for the inventions in any and all countries and for vesting title thereto in COMPUCREDIT INTELLECTUAL PROPERTY HOLDINGS CORP. II, its successors, assigns and legal representatives or nominees.

PIPM II covenants with COMPUCREDIT INTELLECTUAL PROPERTY HOLDINGS CORP. II, its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

PIPM II hereby ratifies and affirms that all acts that its attorney, agent, representative, substitute, or substitutes under it shall lawfully do by virtue hereof.

Executed this 28th day of April, 2008.

/hall	· · · · · · · · · · · · · · · · · · ·	DATE: 4/38/08			
Chason Carroll, President					
STATE OF <u>GEORGIA</u>	§				
COUNTY OF FULTON	8	§			

The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Chason Carroll whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this Aby day of April, 2008.

My commission exp

Notary Public Signature

Printed Name of Notary Publi

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RECORDED: 06/24/2008