

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT														
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT														
<b>CONVEYING PARTY DATA</b>															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Michael K. Nicholls</td> <td>01/28/2005</td> </tr> <tr> <td>Lester S. Maragh</td> <td>01/28/2005</td> </tr> <tr> <td>George E. Wilcox</td> <td>02/15/2005</td> </tr> <tr> <td>Keeley M. Sapienza</td> <td>01/28/2005</td> </tr> <tr> <td>Joan DeTemple</td> <td>01/21/2005</td> </tr> <tr> <td>Rosemary R. Thomas</td> <td>02/10/2005</td> </tr> </tbody> </table>		Name	Execution Date	Michael K. Nicholls	01/28/2005	Lester S. Maragh	01/28/2005	George E. Wilcox	02/15/2005	Keeley M. Sapienza	01/28/2005	Joan DeTemple	01/21/2005	Rosemary R. Thomas	02/10/2005
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Rosemary R. Thomas	02/10/2005														
<b>RECEIVING PARTY DATA</b>															
<b>Name:</b>	Paymentech LP														
<b>Street Address:</b>	1601 Elm Street														
<b>Internal Address:</b>	Suite 900														
<b>City:</b>	Dallas														
<b>State/Country:</b>	TEXAS														
<b>Postal Code:</b>	75201														
<b>PROPERTY NUMBERS Total: 1</b>															
<b>Property Type</b>	<b>Number</b>														
<b>Application Number:</b>	10992959														
<b>CORRESPONDENCE DATA</b>															
<b>Fax Number:</b>	(214)661-6604														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
<b>Phone:</b>	214.953.5990														
<b>Email:</b>	jfarragher@jw.com														
<b>Correspondent Name:</b>	Christopher J. Rourk														
<b>Address Line 1:</b>	901 Main Street, Suite 6000														
<b>Address Line 2:</b>	Jackson Walker L.L.P.														
<b>Address Line 4:</b>	Dallas, TEXAS 75202														
<b>ATTORNEY DOCKET NUMBER:</b>	013647.00019														

**CH \$40.00 10992959**

**PATENT**

NAME OF SUBMITTER:

Christopher J. Rourk

Total Attachments: 8

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**ASSIGNMENT**

WHEREAS, We, Michael K. Nicholls, Lester S. Maragh, George E. Wilcox, Keeley M. Sapienza, Joan DeTemple and Rosemary R. Thomas, citizens of the country(ies) and residing at the addresses as stated below, respectively, have jointly made an invention entitled, "DYNAMIC CURRENCY CONVERSION SYSTEM AND METHOD," for which we have executed an application for United States Letters Patent. We hereby authorize our attorneys, authorized to prosecute said application, to here insert the filing date and serial number of said application, when known:

Filed: November 19, 2004

Serial No.: 10/992,959

WHEREAS, we represent and warrant that we are the joint owners of said invention and application for Letters Patent.

WHEREAS, Paymentech LP (hereinafter referred to as ASSIGNEE), a limited partnership of the State of Delaware, having a business address of 1601 Elm Street, Suite 900, Dallas, Texas 75201, is desirous of acquiring the same.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by us, we have assigned, sold, transferred and set over and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and worldwide rights therein; (b) said Applications, including all divisions, continuations and substitutions thereof; and (c) all United States and foreign patents which shall issue on said invention, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent on said invention in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment not been made.

We jointly and severally covenant and agree that we will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its assigns and successors, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

We jointly and severally represent and covenant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention or Applications has been or will be made or entered into which would conflict with this assignment and sale.

We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any other relevant authorities to issue all Letters Patent based on said Applications and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its assigns and successors.

Each of the undersigned further declares that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the Applications or any patent issued thereon.

IN TESTIMONY WHEREOF, we have duly executed this assignment on the date as indicated next to our names.

Date: 1/28/05

Michael K. Nicholls  
First Joint Inventor: Michael K. NICHOLLS

Residence Address:  
16710 Hutchison Road Odessa, Hillsborough  
County, Florida 33556  
Citizen of United States of America

State of Florida )

County of Hillsborough ) ss.

Before me, the undersigned Notary Public, on this day personally appeared Michael K. NICHOLLS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28<sup>th</sup> day of January 2005.

Donna A. Meagher  
Notary Public  
DONNA A. MEAGHER  
NOTARY PUBLIC / STATE OF FLORIDA  
COMMISSION # DD206374  
EXPIRES 05/08/2007  
BONDED THRU 1-888-NOTARY1

My Commission Expires: \_\_\_\_\_

Date: 1/28/05

*Lester S. Maragh*  
Second Joint Inventor: Lester S. MARAGH

Residence Address:  
4238 Preserve Place Palm Harbor, Pinellas  
County, Florida 34685  
Citizen of Jamaica

State of Florida )

County of Pinellas ) ss.

Before me, the undersigned Notary Public, on this day personally appeared Lester S. MARAGH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28<sup>th</sup> day of January, 2005.

*Donna A. Meagher*  
Notary Public  
My Commission Expires: \_\_\_\_\_  
DONNA A. MEAGHER  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD206374  
EXPIRES 05/08/2007  
BONDED THRU 1-888-NOTARY1

Date: 2/15/05

  
Third Inventor: George E. WILCOX

Residence Address: 4450 Rockwood Drive

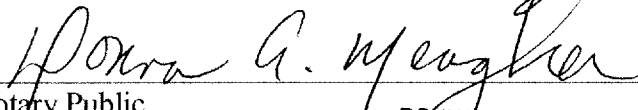
Palm Harbor, Pasco County, Florida 34685

State of Florida )

County of Pasco )ss.

Before me, the undersigned Notary Public, on this day personally appeared George E. WILCOX, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15<sup>th</sup> day of February, 2005.

  
Notary Public

My Commission Expires: \_\_\_\_\_

**DONNA A. MEAGHER**  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD206374  
EXPIRES 05/08/2007  
BONDED THRU 1-888-NOTARY1

Date: 1/28/05

Keeley M. Sapienza  
Keeley M. Sapienza  
Fourth Joint Inventor: Keeley M. SAPIENZA

Residence Address:

4910 Dewey Rose Court Tampa,  
Hillsborough County, Florida 33624 Citizen  
of United States of America

State of Florida )

County of Hillsborough ) ss.

Before me, the undersigned Notary Public, on this day personally appeared Keeley M. SAPIENZA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28<sup>th</sup> day of JANUARY, 2005.

Donna A. Meagher  
Notary Public  
DONNA A. MEAGHER  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD206374  
EXPIRES 05/08/2007  
BONDED THRU 1-888-NOTARY1

My Commission Expires: \_\_\_\_\_



Date: 1/21/05

*Joan De Temple*  
Sixth Joint Inventor: Joan DeTEMPLE

Residence Address: 16616 Sounding Shore Drive  
Odessa, Hillsborough County, Florida 33556

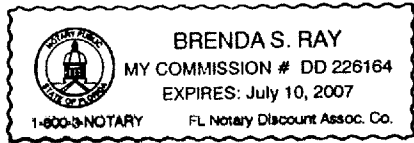
Citizen of United States of America

State of Florida )

County of Hillsborough ) ss.

Before me, the undersigned Notary Public, on this day personally appeared Joan DeTEMPLE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of January, 2005.



*Brenda S Ray*  
Notary Public

My Commission Expires: July 10, 2007

Date: 2/10/05

Rosemary R. Thomas  
Seventh Joint Inventor: Rosemary R. THOMAS

Residence Address: 2625 Bengal  
Lane Plano, Collin County, Texas  
75023 Citizen of United States of  
America

State of Texas )

County of ~~Collin~~ Dallas ) ss.

Before me, the undersigned Notary Public, on this day personally appeared Rosemary R. THOMAS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10<sup>th</sup> day of February, 2005.

Rohini S. Doubleday  
Notary Public

My Commission Expires: September 18, 2007

