

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/15/2006
CONVEYING PARTY DATA	
Name	Execution Date
First Data Merchant Services Corporation	09/30/2008
RECEIVING PARTY DATA	
Name:	First Data Corporation
Street Address:	6200 South Quebec Street
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11154102
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ATTORNEY DOCKET NUMBER:	020375-053120US
NAME OF SUBMITTER:	David W. Boyd
Total Attachments: 3	
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PATENT
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NUNC PRO TUNC ASSIGNMENT

THIS NUNC PRO TUNC ASSIGNMENT is made between FIRST DATA CORPORATION, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 6200 S. Quebec St., Ste. 270, Greenwood Village, CO 80111 (hereinafter referred to as "FDC"), and FIRST DATA MERCHANT SERVICES CORPORATION, a corporation duly organized under and pursuant to the laws of Florida, and having its principal place of business at 6200 S. Quebec St., Ste. 270, Greenwood Village, CO 80111 (hereinafter referred to as "FDMS"). FDMS is an indirect wholly-owned subsidiary of FDC.

WHEREAS:

(A) The inventions set forth in U.S. Patent No. 7,219,832, filed June 15, 2005, entitled "ATM Machine and Methods with Currency Conversion Capabilities", (hereinafter referred to as the "PATENT"), were invented by Barry O'Sullivan and Charles A. Fillinger;

(B) By virtue of an employment agreement executed February 24, 2003 by Barry O'Sullivan, FDMS was the owner of an undivided interest in the inventions set forth in the PATENT upon the invention thereof;

(C) Under the terms of his employment with FDC, Charles A. Fillinger was at the time of the invention under an obligation to assign his rights in the inventions set forth in the PATENT to FDC;

(D) U.S. Patent application 11/154,102 (hereinafter referred to as the "APPLICATION") was filed June 15, 2005, seeking a patent on the inventions set forth therein, and the PATENT issued from that application on May 22, 2007;

(E) Charles A. Fillinger memorialized his assignment of rights to FDC in a document executed December 6, 2006, which document was effective *nunc pro tunc* (by virtue of the language "have assigned") to transfer an undivided interest in the inventions, the APPLICATION, and the eventual PATENT to FDC at least as early as the filing date of the APPLICATION, June 15, 2005.

(F) An Assignment of the entire right, title, and interest in the APPLICATION and the eventual PATENT was made from FDC to FDC and the WESTERN UNION COMPANY on October 19, 2006 and recorded on November 20, 2006 at Reel 018537, Frame 0667;

(G) It was the intent of FDMS and FDC that the Assignment of October 19, 2006 be effective to transfer the entire right, title, and interest in the APPLICATION and the eventual PATENT;

(H) Through error and without deceptive intent, no Assignment of rights in the inventions, the APPLICATION, or the eventual PATENT from FDMS to FDC was effectuated before October 19, 2006;

(I) For the avoidance of doubt, the parties hereto have agreed to execute this further Nunc Pro Tunc Assignment to confirm, supplement and, so far as relevant, to supplant the before-mentioned assignment in order to clearly reflect the intentions of the parties on the past and current ownership of the PATENT.

NOW THIS DEED WITNESSETH as follows:

For good and valuable consideration, receipt of which is hereby acknowledged by FDMS, FDMS has assigned, and by these presents does assign to FDC its right, title and interest in and to the PATENT, the inventions set forth therein, the APPLICATION, and all foreign counterparts of the PATENT and the APPLICATION (including patent, utility model and industrial designs and any applications therefor), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by FDC and FDC'S successors and assigns as fully and exclusively as it would have been held and enjoyed by FDMS had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof in all countries throughout the world.

Neither party hereto shall have any liability of any kind to the other party with respect to this assignment, including but not limited to liability for special, indirect, incidental or consequential damages.

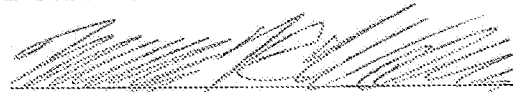
To the extent allowed by law, this Assignment is effective *nunc pro tunc* from February 15, 2006.

IN TESTIMONY WHEREOF, FDMS and FDC have executed this assignment on the respective dates indicated.

FIRST DATA CORPORATION

Date: 9-30-08

By:


Name: Timothy R. Walker

Title: Assistant Secretary

FIRST DATA MERCHANT SERVICES CORPORATION

Date: 9-30-08

By:


Name: Timothy R. Walker

Title: Assistant Secretary

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