

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IPXL Holdings, LLC	01/09/2009
RECEIVING PARTY DATA	
Name:	Arigern Capital L.L.C.
Street Address:	160 Greentree Drive
Internal Address:	Suite 101
City:	Dover
State/Country:	DELAWARE
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5546523
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ATTORNEY DOCKET NUMBER:	94508
NAME OF SUBMITTER:	Nicholas T. Peters
<p>Total Attachments: 4</p> <p>source=94503_GattoExh.B_Assignment#page1.tif</p> <p>source=94503_GattoExh.B_Assignment#page2.tif</p>	

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, IPXL Holdings, LLC, a Virginia limited liability company, with an office at 601 Kentland Drive, Great Falls, VA 22066 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Arigern Capital L.L.C., a Delaware limited liability company, with an address at 160 Greentree Drive, Suite 101, Dover, DE 19904 ("**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**");

<u>Patent or Application no.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
5,546,523	US	04/13/1995	Electronic fund transfer system Gatto, James G.
AU708287	AU	04/12/1996	Electronic fund transfer system Gatto, James G.
CA2218233	CA	04/12/1996	Electronic fund transfer system Gatto, James G.
EP96912748.9	EP	04/12/1996	Electronic fund transfer system Gatto, James G.
6,149,055	US	06/26/1996	Electronic fund transfer or transaction system Gatto, James G.
09/922,935	US	08/07/2001	Electronic fund transfer or transaction system Gatto, James G.
6,796,492	US	09/10/2002	Electronic fund transfer or transaction system Gatto, James G.
10/459,540	US	06/12/2003	Electronic fund transfer or transaction system

			Gatto, James G.
10/623,656	US	07/22/2003	Electronic fund transfer or transaction system
			Gatto, James G.
5,859,416	US	5/1/1996	Fuel pump system with automated transaction processing
			Gatto, James G.

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, 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 relating to any item in 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) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(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

- (1) damages,
- (2) injunctive relief, and
- (3) 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) except as otherwise expressly agreed to between Assignor and Assignee.

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.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights.

The terms and conditions of this Assignment of Patent Rights 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.

1650 HILLS BLVD
MCLEAN, VA 22102

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at
on January 9, 2009.

ASSIGNOR:

IPXL Holdings, LLC

By: James Gatto
Name: James Gatto
Title: Managing Member
(Signature MUST be notarized)

STATE OF Virginia)
COUNTY OF Fairfax) ss.

On 1/9/09, before me, Patty A. Nelson, Notary Public in and for said State, personally appeared James Gatto, 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 Patty Nelson

