

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Centego, LLC	06/11/2009

RECEIVING PARTY DATA

Name:	Excentus Corporation
Street Address:	1255 Corporate Drive
Internal Address:	Suite 100
City:	Irving
State/Country:	TEXAS
Postal Code:	75038

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	6332128
Patent Number:	6732081
Patent Number:	6778967
Patent Number:	6321984
Patent Number:	6885996
Patent Number:	6741968
Patent Number:	7383204
Application Number:	11157578
Application Number:	11158674
Application Number:	11225693
Application Number:	11254624
Application Number:	12008882
Application Number:	12080184

CORRESPONDENCE DATA

500884070

PATENT  
REEL: 022813 FRAME: 0096

OP \$520.00 6332128



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62976/G99999/10708156

NAME OF SUBMITTER:

David H. Tannenbaum

Total Attachments: 6

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## INTELLECTUAL PROPERTY TRANSFER [REDACTED]

THIS PATENT ASSIGNMENT [REDACTED] (the "Agreement") is made this 11<sup>th</sup> day of June, 2009 (the "Effective Date"), by and between CENTEGO, LLC, a Delaware limited liability company ("Centego") and EXCENTUS CORPORATION, a Texas corporation ("Excentus"). Centego and Excentus may be referred to, collectively, as the "Parties."

### RECITALS

A. Centego owns certain United States Letters Patent that disclose inventions related to discounts, rewards, or other incentives that are redeemable in connection with the purchase of motor fuel or other products, or with reward or customer loyalty programs or cross-marketing (as further defined below, the "*Fuel Reward Patents*").

[REDACTED]

D. The Parties desire to assign the Fuel Reward Patents to Excentus [REDACTED]

[REDACTED]

[REDACTED]

NOW, THEREFORE, in consideration of the promises and the rights granted and the duties undertaken herein, the receipt and sufficiency of which each party acknowledges, Excentus and Centego agree as follows:

### ARTICLE I

#### DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. The following definitions shall apply to the following terms:

An *Affiliate* of a person or entity is a person or entity that controls, is controlled by, or is under common control with such party. Control may be exercised by ownership of equity, control of the board of directors (or comparable governing body), voting agreement, management agreement, or otherwise.



**Fuel Reward Patents** means the United States and foreign Letters Patents and applications for Letters Patent set forth on Schedule A and any continuations, continuations-in-part, reexaminations, or reissues thereof.

**Inventions** means the inventions covered by one or more claims of the Fuel Reward Patents.

The term **sale** (or, in its verb form, **sell** or **sold**), when used in connection with software, means and includes licensing of software.

1.2 **Rules of Construction.** As used in this Agreement, (a) any reference to this Agreement or other agreement shall also mean a reference to the item as amended; (b) any reference to a document means and includes information maintained in any medium, including electronic media; (c) *including* means *including but not limited to*; (d) *hereof, herein, hereunder*, and words of similar meaning refer to this Agreement as a whole and not to any particular subdivision hereof; and (e) unless specifically noted to the contrary, references herein to Article, Section, and Schedule shall be to the applicable Article or Section hereof or Schedule hereto, respectively, and not of or to any other document.

## ARTICLE II

### ASSIGNMENT AND LICENSE GRANT

2.1 **Assignment of Fuel Reward Patents.** Centego does hereby sell, assign, and transfer to Excentus, Centego's entire right, title and interest in and to said Fuel Reward Patents, in and to the patents, patent applications and Inventions identified therein; and in and to all Letters Patent to be obtained by said applications or by any continuations, continuations-in-part, divisions, renewals, or substitutes thereof filed after the Effective Date; and as to Letters Patent any reissue or re-examination thereof; for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, to file applications and obtain patents, utility models, industrial models and designs in its own name; and all rights of action on account of past, present and future unauthorized use or infringement of said Fuel Reward Patents; this Assignment shall also include any and all intellectual property rights in and to the technology of the Fuel Reward Patents, including all trade secrets, copyrights and know-how.

The Fuel Reward Patents are to be held by Excentus, for its own use and enjoyment and that of its successors and assigns, to the end of the term or terms for which said Fuel Reward Patents are granted, as fully and entirely as if said Fuel Reward Patents would have been held by Centego had this assignment and sale not been made.





Pages 3 – 7 of document have been  
redacted



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

EXCENTUS CORPORATION

By: 

Dickson D. Perry  
President and CEO

Centego, LLC

By: 

Dickson D. Perry  
President and CEO



**SCHEDULE A**  
**Fuel Reward Patents**

U.S. PATENTS:

United States Letters Patent No. 6,332,128  
United States Letters Patent No. 6,732,081  
United States Letters Patent No. 6,778,967  
United States Letters Patent No. 6,321,984  
United States Letters Patent No. 6,885,996  
United States Letters Patent No. 6,741,968  
United States Letters Patent No. 7,383,204

U.S. PATENT APPLICATIONS:

United States Patent Application No. 11/157,578  
United States Patent Application No. 11/158,674  
United States Patent Application No. 11/225,693  
United States Patent Application No. 11/254,624  
United States Patent Application No. 12/008,882  
United States Patent Application No. 12/080,184

FOREIGN PATENTS:

Israel Patent No. 129,677

Any future continuations or continuations-in-part of any of the foregoing.

Any foreign counterparts of any of the foregoing.



**SCHEDULE B**

