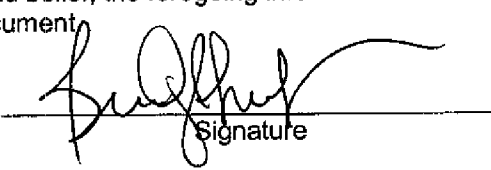


Client Code: DATCAR.055A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>SOFTWARE ENGINEERING CORPORATION</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: DATCARD SYSTEMS, INC.</p> <p>Internal Address:</p> <p>Street Address: 7 GOODYEAR</p> <p>City: IRVINE State: CA</p> <p>ZIP: 92618</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement</p> <p>() Merger () Change of Name</p> <p>() Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>JUNE 3, 2009</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent No.: 7,120,644</p> <p>Issue Date: October 10, 2006</p> <p>Additional numbers attached?</p> <p>() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: DATCAR.055A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>Bridget A. Smith</u> Name of Person Signing</p> <p>63,574 Registration No.</p> <p> Signature</p> <p><u>7/2/2009</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: 4</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 3rd day of March, 2009 and is by Software Engineering Corporation, a Delaware Corporation, having offices at 7900 International Drive, Suite 305, Minneapolis, Minnesota 55425 ("ASSIGNOR").

ASSIGNOR represents and warrants that it is the sole owner of the entire right, title, and interest in and to the following United States Patent ("Patent"), free and clear of any and all liens and other encumbrances, and further represents and warrants that it is the sole owner of the entire right, title, and interest in and to all inventions disclosed therein (collectively, "Invention"):

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
7,120,644	October 10, 2006	DIGITAL IMAGE STORAGE AND MANAGEMENT SYSTEM

WHEREAS, DATCARD SYSTEMS, Inc., a California Corporation, having offices at 7 Goodyear, Irvine, CA 92618 ("ASSIGNEE") has acquired and desires to confirm, as of the effective date, the acquisition of the entire right, title, and interest in and to the Invention and the Patent, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so the entire right, title, and interest throughout the world in and to each of the following:

- A. The Invention, including without limitation any improvements thereto;
- B. The Patent, including without limitation any other applications in which the Invention is disclosed; all provisional and nonprovisional applications (including without limitation all continuations, divisionals, and continuations in part) relating to the Patent or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted or have been granted on or with respect to the Invention, Patent, and/or the Related Applications, and all reissues, re-examinations, and extensions of such patents.
- C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, design rights, copyright registrations, and reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise
- D. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results,

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designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Patent, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Patent, or Related Applications; to assist in the preparation of any other applications relating to the Invention, Patent, or Related Applications; to assist in any reexaminations related to the Invention, Patent, or Related Applications; to assist in any lawsuit or other legal proceeding to enforce the Invention, Patent or Related Applications, or in which the validity of the Patent or Related Applications is challenged; to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining, defending, and enforcing the Patent and related patents for the Invention in all countries.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement and any rights and obligations arising hereunder are fully assignable by ASSIGNEE.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state courts of California, in the county of Orange, or in the United States District Court for the Central District of California, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

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D. ASSIGNOR represents and warrants that the Invention is patentable and that the Patent is valid and enforceable. ASSIGNOR further agrees not to take any action, or to assist or request any third party, to challenge or oppose, on any grounds whatsoever, the validity or enforceability of the Patent or ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 03 day of June, 2009

SOFTWARE ENGINEERING CORPORATION

By: John Caresa

Name Printed: JOHN CARESSA

Title: CTO

Date: June 03, 2009

STATE OF Minnesota }
COUNTY OF Dakota } ss.

On 6-3-09, before me, Keith Kogler, notary public, personally appeared John Caresa personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he [he/she/they] executed the same in his [his/her/their] authorized capacity(ies), and that by his [his/her/their] signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Minnesota that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Keith Kogler
Notary Signature



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