

08-11-2009



FEET

7/24/09

To the Director of the US

103570484

and documents on the new address(es) below

1. Name of conveying party(ies)

Pierre Stevens

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 7/24/09

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424 Confirmatory License
- Other

2. Name and address of receiving party(ies)

Name Integrated Intelligence Inc

Internal Address:

Street Address: 21047 Escondido Way

City: boca Raton

State: Florida

Country: palm Beach Zip: 33433

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

A. Patent Application No. (s)

This document is being filed together with a new application:

B. Patent No. (s)

7013393

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Pierre Stevens

Internal Address:

Street Address: 21047 Escondido Way

City: Boca Raton

State: Florida Zip: 33433

Phone Number:

Fax Number: 561 470 8470

Email Address: mail@pierrestevens.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.211(h) & 3.41): \$

- Authorized to be charged to deposit account
- Enclosed \$40
- None required (government interest not affecting title)

8. Payment Information

Fee Pd.

Deposit Account Number:

* Authorized User Name:

9. Signature:

[Handwritten Signature]
Signature

7/24/2009
Date

PIERRE STEVENS
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be filed in (571) 273-0143, or mailed to Mail Stop Assignment Recommendation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA, 22313-1450

PATENT

REEL: 023079 FRAME: 0716

**ASSIGNMENT OF TECHNOLOGY AND
PATENTS**

This Agreement of Assignment (the "Agreement") entered into on October, 2006 102006 between:

Integrated Intelligence, Inc. ("Integrated Intelligence"), located 783 Cordova Drive, Boca Raton, Florida, represented by Mr. Pierre Stevens, Chairman and CEO, and;

Pierre M. Stevens ("PS"),

Whereas, PS has invented certain audio smart card technologies (the "Technologies" described in a US Patent application entitled **INTELLIGENT DEVICE FOR SECURE ACCESS TO SYSTEM FUNCTIONS Serial No 7,01339B1**

Whereas, Technologies and Patents are the basis for Integrated Intelligence, Inc.

Therefore, the Parties have agreed as follows:

Article 1— The Assignment of Technology and Patents Integrated Intelligence, Inc. Integrated Intelligence, Inc. accepts PS's assignment of Technologies and Patents.

Article 2 - Representation

PS represents and warrants full and unencumbered ownership of Technologies and Patents.

Article 3 — Return of Technologies and Patents

Integrated Intelligence, Inc. Irrevocably accepts that all rights and titles to Patent shall immediately be returned to Pierre Stevens in the event of Integrated Intelligence's bankruptcy and non fulfillment of its obligations

Article 5 - Compensation

, iPayment of royalties at a rate of 6% of the revenues generated by the invention with an aggregated minimum of US\$250,000.00

Article 6 - Licensing

Integrated Intelligence, Inc. may assign a license to any Patents in connection with the sale or transfer of all or substantially all of the assets of Integrated Intelligence, Inc. relating to Technology and Patents, provided Integrated Intelligence, Inc. has obtained PS's approval. Such

Integrated Intelligence, Inc. may assign a license to any Patents in connection with the sale or transfer of all or substantially all of the assets of Integrated Intelligence, Inc. relating to Technology and Patents, provided Integrated Intelligence, Inc. has obtained PS's approval. Such approval, if granted, must not be unreasonably withheld.

Integrated Intelligence, Inc. may also sublicense any of the Patents for periods of five years with a possibility to renew such license at its own discretion.

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This Agreement shall be governed by the laws of the State of Florida, without reference to its conflict of law provisions.

By:



Pierre Stevens
Chairman and CEO
Integrate intelligence Inc, Inc.

By:



Pierre Stevens

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