

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Joseph A. Pence	09/02/2009
Brad A. Bengé	09/02/2009
Spencer M. Zimmerman	09/02/2009
RECEIVING PARTY DATA	
Name:	BTM Investments, LLC
Street Address:	5636 W. 74th Street
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46278
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12551854
CORRESPONDENCE DATA	
Fax Number:	(317)637-7561
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Timothy N. Thomas
Address Line 1:	111 Monument Circle, Suite 3700
Address Line 2:	Woodard Emhardt Moriarty McNett & Henry
Address Line 4:	Indianapolis, INDIANA 46204-5137
ATTORNEY DOCKET NUMBER:	24155-3
NAME OF SUBMITTER:	Joy Karen Roe-Pachirat
Total Attachments: 5 source=Executed Assignment 12551854#page1.tif	

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ASSIGNMENT

Joseph A. Pence of 12053 Leighton Ct. Carmel, 46032 United States;
Brad A. Bengel of 10609 E. Co. Rd. 200 South Indianapolis, 46231 United States;
Spencer M. Zimmerman of 33 Druid Hill Ct. Carmel, 46032 United States

hereinafter referred to as the "Assignors," either singularly or collectively as appropriate, have made certain inventions in a

SYSTEM FOR IDENTIFYING AN INDIVIDUAL AND MANAGING AN ACCOUNT,

hereinafter referred to as the "Inventions," invented by the Assignors and as, at least in part, disclosed, described, claimed, and/or intended to be in United States Patent Application No. 12/551,854, which is being filed on September 1, 2009, and in United States Patent Application No. 11/851,895, now U.S. Patent No. 7,584,147, which was filed on September 7, 2007 hereinafter referred to as the "Applications." In the event any application number and/or filing date referred herein is not known and/or written above at the time this Assignment is executed, the Assignors hereby authorize and request the firm of Woodard, Emhardt, Moriarty, McNett & Henry LLP of 111 Monument Circle, Suite 3700, Indianapolis, Indiana 46204-5137 to insert above the application number and/or date of the Application when officially known.

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignors do hereby sell, assign and transfer unto BTM Investments LLC, a Corporation of the State of Indiana, having a principal place of business at 5636 W. 74th Street Indianapolis, 46278 United States, hereinafter referred to as the "Assignee":

- (i) all of the entire worldwide right, title and interest in, to and under the Inventions,
- (ii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Applications,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the portions, in whole or in part, of any and all applications based on or arising from the Inventions or the Applications, including provisional, utility, design, international, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (iv) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under the portions, in whole or in part, of any and all patents based on or arising from the Inventions or the Application, including utility, design, international, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to:

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Inventions, the Application and the portions, in whole or part, of any and all applications or patents based on or arising from the Inventions or the Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment and sale had not been made, the above, including items (i) through (iv) and (a) through (c), hereinafter referred to as the "Property and Related Rights."

ASSIGNMENT

The Assignors hereby COVENANT AND WARRANT that the Assignors have not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no assignment, grant, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Property and Related Rights as herein expressed is possessed by the Assignors.

The Assignors hereby further COVENANT AND WARRANT that the Assignors will, without further consideration or payments to the Assignors but at the Assignee's expense, perform the following as relating to the Inventions, the Application and the portions of any and all applications or patents based on or arising from the Inventions or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignors respecting the Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Inventions, the Application and the portions, in whole or in part, of any and all applications or patents based on or arising from the Inventions or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignors relating to the Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

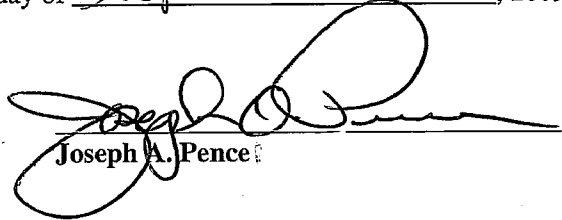
The Assignors hereby authorize and request the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is made effective as of September 7, 2007.

ASSIGNMENT

WITNESS Assignor's hand this 2 day of September, 2009.


Joseph A. Pence

STATE OF Indiana)
COUNTY OF Hendricks) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, **Joseph A. Pence**, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 2 day of September, 2009.



Notary Public: Shara D. Harrington

Printed Name: Shara D. Harrington

Resident of Hendricks County

My Commission Expires:

5/18/14

ASSIGNMENT

WITNESS Assignor's hand this 2 day of September, 2009.

Brad A. Bengé

Brad A. Bengé

STATE OF Indiana)
COUNTY OF Hendricks) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor,

Brad A. Bengé A. Bengé, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 2 day of September, 2009.



Notary Public: Shara D. Harrington

Printed Name: Shara D. Harrington

Resident of Hendricks County

My Commission Expires:

5/18/14

ASSIGNMENT

WITNESS Assignor's hand this 2 day of September, 2009.

Spencer M. Zimmerman
Spencer M. Zimmerman

STATE OF Indiana)
COUNTY OF Hendricks): SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, **Spencer M. Zimmerman**, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 2 day of September, 2009.



Notary Public: Shara D. Harrington

Printed Name: Shara D. Harrington

Resident of Hendricks County

My Commission Expires:

5/18/14