

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Redacted Assignment and Assumption Agreement
CONVEYING PARTY DATA	
Name	Execution Date
ACACIA PATENT ACQUISITION LLC	02/27/2009
RECEIVING PARTY DATA	
Name:	TAXVANTAGE LLC
Street Address:	500 Newport Center Drive, 7th Floor
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5799283
Patent Number:	6078899
Patent Number:	5875433
Application Number:	09195105
Patent Number:	6983261
CORRESPONDENCE DATA	
Fax Number:	(330)877-2030
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3308770700
Email:	sblackmon@martinferraro.com
Correspondent Name:	Martin & Ferraro, LLP
Address Line 1:	1557 Lake O'Pines Street, NE
Address Line 4:	Hartville, OHIO 44632
ATTORNEY DOCKET NUMBER:	146.0001/-01/2,3,4
NAME OF SUBMITTER:	Amedeo F. Ferraro

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REEL: 023208 FRAME: 0461

Total Attachments: 3

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is effective as of the 27th day of February 2009, by and between **ACACIA PATENT ACQUISITION LLC**, a Delaware limited liability company having a place of business at 500 Newport Center Drive, 7th Floor, Newport Beach, CA 92660 USA ("Assignor") and **TAXVANTAGE LLC**, a Delaware limited liability company having a place of business at 500 Newport Center Drive, 7th Floor, Newport Beach, CA 92660 USA ("Assignee").

WHEREAS, Assignor and **TAXNET SYSTEMS, LLC** ("Taxnet") are parties to an Exclusive License Agreement ("Exclusive License") dated August 18, 2008 pursuant to which Taxnet, as the owner of the **U.S. Patents and foreign patents listed in Exhibit A (the "Patents")**, agreed to, among other things, grant the worldwide exclusive right and license under the Patents to Assignor, to make, have made, use, offer, sell or import products and to practice methods, including the right to grant sublicenses, together with exclusive rights to enforce the Patents, to collect damages for past and future infringement and to seek equitable relief or any other allowable remedy;

WHEREAS, in accordance with Section 7.2 of the Exclusive License, Assignor wishes to assign its entire rights, obligations, interests and liabilities in the Exclusive License in connection with the Patents to Assignee, which is an affiliate of Assignor; and

WHEREAS, Assignee agrees to assume such rights, obligations, interests and liabilities of Assignor under the Exclusive License in connection with the Patents.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

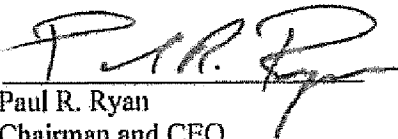
1. Assignor hereby does transfer and assign unto Assignee all of Assignor's rights, obligations, interests and liabilities under the Exclusive License as such rights, obligations, interests and liabilities relate to the Patents including, without limitation, the exclusive right to sue for and collect past, present, and future damages and the right to all past, present, and future claims or causes of action for damages or equitable relief for infringement of the Patents.
2. For and in consideration of the assignment hereunder, Assignee hereby assumes all of Assignor's rights, obligations, interests and liabilities under the Exclusive License as such rights, obligations, interests and liabilities relate to the Patents to the same extent as though it had originally been named as a party thereto and agrees to observe, perform and fulfill all the terms and conditions of the Exclusive License as the terms and conditions relate to the Patents, including without limitation the payment obligations, to the same extent as if it had been originally named as a party thereto.
3. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

{SIGNATURES ON FOLLOWING PAGE}

4. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ACACIA PATENT ACQUISITION LLC
(Assignor)

By: 
Paul R. Ryan
Chairman and CEO

TAXVANTAGE LLC
(Assignee)

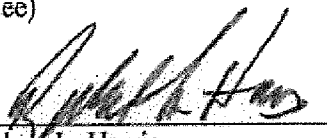
By: 
Robert L. Harris
President

EXHIBIT A

U.S. PATENTS & APPLICATIONS

US Patent No.	US Appl. No.	Filing Date	Issue Date	Title
5799283	08/438,890	05-10-1995	08-25-1998	POINT OF SALE TAX REPORTING AND AUTOMATIC COLLECTION SYSTEM WITH TAX REGISTER
	09/195,105	11-18-1998		POINT OF SALE TAX REPORTING AND AUTOMATIC COLLECTION SYSTEM WITH TAX REGISTER
5875433	08/726,928	10-07-1996	02-23-1999	POINT OF SALE TAX REPORTING AND AUTOMATIC COLLECTION SYSTEM WITH TAX REGISTER
6983261	09/431,616	11-02-1999	01-03-2006	SYSTEM AND METHOD FOR CAUSING MULTIPLE PARTIES TO BE PAID FROM A SINGLE CREDIT CARD TRANSACTION
6078899	09/139,265	08-25-1998	06-20-2000	POINT OF SALE TAX REPORTING AND AUTOMATIC COLLECTION SYSTEM WITH TAX REGISTER

[REDACTED]