

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
American Express Travel Related Services Company, Inc.	04/09/2009
RECEIVING PARTY DATA	
Name:	Consumer and Merchant Awareness Foundation
Street Address:	599 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	10709701
Application Number:	10709702
Application Number:	10709703
Application Number:	10709706
Application Number:	10709707
Application Number:	10710779
CORRESPONDENCE DATA	
Fax Number:	(212)218-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2122182100
Email:	JBerschadsky@fchs.com
Correspondent Name:	Jonathan Berschadsky
Address Line 1:	1290 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10104-3800
ATTORNEY DOCKET NUMBER:	03992.101970.1

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**PATENT
 REEL: 023688 FRAME: 0333**

NAME OF SUBMITTER:

Jonathan Berschadsky

Total Attachments: 3

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS ("Assignment"), effective as of this 9th day of April, 2009 ("Effective Date"), is from AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., a New York corporation having a principal place of business at 3 World Financial Center, 200 Vesey Street, New York, NY 10285 ("Assignor"), to CONSUMER AND MERCHANT AWARENESS FOUNDATION, a New York corporation, having its principal offices at 599 Lexington Avenue, New York, NY 10022 ("Assignee").

WHEREAS, Assignor has entered into a Patent License Agreement with Assignee, dated April 9, 2009 ("License Agreement");

WHEREAS, Assignor is the owner by respective assignment of the United States patents and patent applications, international patent applications and foreign patent applications identified on the attached Schedule A (the "Patents"); and

WHEREAS, pursuant to the License Agreement, Assignee desires to acquire the Patents, and Assignor desires to assign its rights in the Patents to Assignee.

NOW THEREFORE, in consideration of the terms agreed to between the parties and other good and valuable consideration paid to it, receipt of which is hereby acknowledged, Assignor hereby sells and assigns to Assignee all of Assignor's right, title and interest, in all countries, in and to the Patents, and all divisions, renewals and continuations thereof, and all patents which may be granted thereon, including any and all reissues, extensions, renewals, reexaminations thereof, to the full end of the term or terms for which such patents issue, such entire right, title and interest to be held and enjoyed by the above-named Assignee the same as they would have been held and enjoyed by Assignor had this Assignment not been made.

Upon reasonable request by Assignee, Assignor will execute additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Patents set forth herein, and to vest in Assignee such right, title, and interest in and to the Patents as granted to Assignee.

The parties hereby agree this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the parties.

No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

MYG
4-9-2009
BMD
4-9-2009

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, hereby execute this Assignment to take effect on the Effective Date.

ASSIGNOR:

AMERICAN EXPRESS TRAVEL RELATED
SERVICES COMPANY, INC.

BY: Maxine Y. Graham

NAME: Maxine Y. Graham

TITLE: VP, Chief IP Counsel

DATE: 4-9-2009

Dianne K. Cahill
DIANNE K. CAHILL
Notary Public, State of New York
No. 01064950823
Qualified in Nassau County
Commission Expires Jan. 2, 2011

[Notary]

Executed and accepted by:

ASSIGNEE:

CONSUMER AND MERCHANT AWARENESS
FOUNDATION

BY: Blair M. Duncan

NAME: Blair M. Duncan

TITLE: Executive Director

DATE: April 9, 2009

Francella H. Ashby
FRANCELLA H. ASHBY
Notary Public, State Of New York
No. 01AS5053925
Qualified In New York County
Commission Expires Jan. 2, 2012

[Notary]

SCHEDULE A

Country	Serial No.	Title	Status	Reference #
US	10/709,701	Pay Yourself First System	Pending	03292.101970.2
US	10/709,702	Pay Yourself First with Transfer Options	Pending	03292.101970.3
US	10/709,703	Pay Yourself First	Pending	03292.101970.1
US	10/709,706	Pay Yourself First with Auto Bill Pay System and Method	Pending	03292.101970.4
US	10/709,707	Pay Yourself First Loyalty System and Method	Pending	03292.101970.5
US	10/710,779	Pay Yourself First Budgeting	Pending	03292.101970.6