

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Gus A. Paloian on behalf of the bankruptcy estate of Canopy Financial, Inc.	02/19/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Canopy Acquisition, LLC
<b>Street Address:</b>	c/o PayFlex Systems USA, Inc.
<b>Internal Address:</b>	10802 Famam Drive
<b>City:</b>	Omaha
<b>State/Country:</b>	NEBRASKA
<b>Postal Code:</b>	68154
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11891719
Application Number:	11827111
Application Number:	11842917
Application Number:	12350044
Patent Number:	7493266
PCT Number:	US0208663
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)541-3318
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	4048156500
<b>Email:</b>	ejoswick@kilstock.com
<b>Correspondent Name:</b>	John S. Pratt, Esq.
<b>Address Line 1:</b>	Kilpatrick Stockton LLP
<b>Address Line 2:</b>	1100 Peachtree Street
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309

OP \$240.00 11891719

**501143756**

**PATENT**  
**REEL: 024202 FRAME: 0760**

ATTORNEY DOCKET NUMBER:	61871/386627
NAME OF SUBMITTER:	Eugene Joswick
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

## PATENT ASSIGNMENT

This Patent Assignment, dated as of February 19, 2010 (the "Effective Date"), is made by and between Gus A. Paloian, not personally or individually but solely as Chapter 7 trustee ("Trustee" or "Assignor") on behalf of the bankruptcy estate of Canopy Financial, Inc., a Delaware corporation ("Debtor"), and Canopy Acquisition, LLC (the "Assignee").

### W I T N E S S E T H:

WHEREAS, Assignor, Assignee and PayFlex Systems USA, Inc. are parties to the Asset Purchase Agreement, dated February 2, 2010 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets, including, without limitation, the Patents and Patent Rights (as defined below); and

WHEREAS, Assignor desires to transfer to Assignee the Patents and Patent Rights.

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Patent. Assignor does hereby assign and transfer to Assignee all of Debtor's right, title, and interest in and to:

- U.S. Patent Application No. 11/827,111, entitled "PREDICTIVE SCORE FOR LENDING";
- U.S. Patent Application No. 11/891,719, entitled "SUB-ACCOUNTING FOR AN OMNIBUS ACCOUNT";
- U.S. Patent Application No. 11/842,917, entitled "HEALTH EXPENSE ACCOUNT, HEALTH INSURANCE AND FINANCIAL PRODUCT, AND SYSTEM AND METHOD FOR PROVIDING EMPLOYEE HEALTH INSURANCE BENEFITS";
- U.S. Patent Application No. 12/350,044, entitled "SYSTEM AND METHOD FOR MANAGEMENT OF HEALTH CARE SERVICES";
- U.S. Patent No. 7,493,266, entitled "SYSTEM AND METHOD FOR MANAGEMENT OF HEALTH CARE SERVICES"; and
- PCT/US02/08663, entitled "SYSTEM AND METHOD FOR MANAGEMENT OF HEALTH CARE SERVICES".

in and to any divisions, continuations, continuations-in-part, renewals and reissues thereof, and in and to all inventions and improvements disclosed and described therein (the "Patents"), and in and to the right to claim any applicable priority rights arising from the Patents (collectively, the "Patent Rights"). All of Debtor's rights in the Patent Rights, including, without limitation, the right to sue for any damages and other remedies in respect of any infringement of the Patent Rights which may have occurred prior to the date of this Patent Assignment, shall be the sole property of Assignee and inure to the benefit of Assignee as a result of this Patent Assignment.

2. Purchase Agreement. This Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patents and Patent Rights and shall not be construed to limit or expand the rights of any party under the Purchase Agreement.

3. Successors and Assigns. The terms and provisions of this Patent Assignment and the respective rights and obligations of the parties hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

4. Recordings. An executed copy of this Patent Assignment may be filed with the United States Patent and Trademark Office or in the patent office of any other country or region, as applicable, by Assignee or Assignor at any time.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be executed and delivered as of the date and year first above written.

**ASSIGNEE**  
**CANOPY ACQUISITION, LLC**

By: \_\_\_\_\_

Name: Anthony J. Krings

Title: Chief Financial Officer and Secretary

Date: \_\_\_\_\_

Canopy Acquisition, LLC  
c/o PayFlex Systems USA, Inc.  
10802 Farnam Drive  
Omaha, NE 68154  
Attn: Bob Natt

**ASSIGNOR**

**GUS A. PALOIAN**, not personally or  
individually but solely as Chapter 7 trustee on  
behalf of the bankruptcy estate of Canopy  
Financial Inc., a Delaware corporation

By: Gus A. Paloian as Trustee

Name: Gus A. Paloian

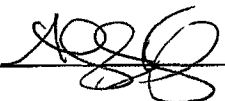
Title: Chapter 7 trustee on behalf of the  
bankruptcy estate of Canopy Financial, Inc., a  
Delaware corporation

Date: 2/19/10

Gus A. Paloian, as Trustee  
Seyfarth Shaw LLP  
131 South Dearborn Street, Suite 2400  
Chicago, IL 60603  
Attn: Gus A. Paloian, Esq.

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Name: Gus A. Paloian

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