

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> <tr> <td>Thomas J. Marsan</td> <td>10/05/1999</td> </tr> <tr> <td>Jeffrey W. Brown</td> <td>10/05/1999</td> </tr> </table>		Name	Execution Date	Thomas J. Marsan	10/05/1999	Jeffrey W. Brown	10/05/1999						
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Banc One Payment Services, L.L.C.</td> </tr> <tr> <td>Street Address:</td> <td>1601 Elm Street</td> </tr> <tr> <td>Internal Address:</td> <td>9th Floor</td> </tr> <tr> <td>City:</td> <td>Dallas</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>75201</td> </tr> </table>		Name:	Banc One Payment Services, L.L.C.	Street Address:	1601 Elm Street	Internal Address:	9th Floor	City:	Dallas	State/Country:	TEXAS	Postal Code:	75201
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
<p>Fax Number: (214)661-6604</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 214.953.5990</p> <p>Email: jfarragher@jw.com</p> <p>Correspondent Name: Christopher J. Rourk</p> <p>Address Line 1: 901 Main Street, Suite 6000</p> <p>Address Line 4: Dallas, TEXAS 75202</p>													
ATTORNEY DOCKET NUMBER:	013647.00027												
NAME OF SUBMITTER:	Christopher J. Rourk												
<p>Total Attachments: 2</p> <p>source=Assignment1#page1.tif</p> <p>source=Assignment1#page2.tif</p>													

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PATENT
REEL: 024267 FRAME: 0626

ASSIGNMENT

WHEREAS, WE, Thomas J. Marsan and Jeffery W. Brown, citizens of the United States and residing at the addresses as stated below, respectively, have jointly made an invention entitled "SYSTEM AND METHOD FOR PROCESSING RETRIEVAL REQUESTS" for which we have executed an application for United States Letters Patent on 10/05/99 + 09/29/99; and we hereby authorize our attorneys, authorized to prosecute said application, to here insert the filing date and serial number of said application, when known:

Filed: 10/06/99 Serial No. 09/413,728

WHEREAS, we represent and warrant that we are the joint owners of said invention and application for Letters Patent;

WHEREAS, Banc One Payment Services, L.L.C. (hereinafter referred to as ASSIGNEE), a limited liability company organized under the laws of the State of Delaware, U.S.A. having a place of business at 1601 Elm Street, 9th Floor, Dallas, TX 75201, is desirous of acquiring the same;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by us, we have assigned, sold, transferred and set over and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and worldwide rights therein; (b) said application, including all divisions, continuations and substitutions thereof; and (c) all United States and foreign patents which shall issue on said invention, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent on said invention in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment not been made.

We jointly and severally covenant and agree that we will, at any time upon the reasonable request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said

Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

We jointly and severally represent and covenant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention or patent application has been or will be made or entered into which would conflict with this assignment and sale.

We hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent based on said application and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its successors and assigns.

Each of the undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

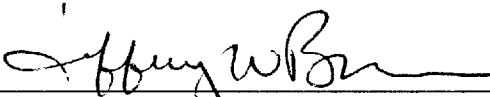
IN TESTIMONY WHEREOF, we have duly executed this assignment on the date as indicated next to our names.

Date: 10/5/99


First Joint Inventor: Thomas J. Marsan

Residence Address: 6854 Westlake Avenue
Dallas, Dallas County, Texas 75214

Date: 10/5/99


Second Joint Inventor: Jeffery W. Brown

Residence Address: 612 East Bethel School Road
Coppell, Dallas County, Texas 75019