

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
John L. Kemper	03/27/2003
F. Scott Whipple	03/26/2003
Timothy M. McLuckie	03/28/2003

RECEIVING PARTY DATA

Name:	Fannie Mae
Street Address:	3900 Wisconsin Ave, NW
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20016-2892

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11786552

CORRESPONDENCE DATA

Fax Number: (414)297-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414-271-2400
 Email: ptomailmilwaukee@foley.com
 Correspondent Name: Brett P. Belden
 Address Line 1: 777 East Wisconsin Ave
 Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	037607-0441
NAME OF SUBMITTER:	Brett P. Belden

Total Attachments: 4
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**PATENT
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ASSIGNMENT AND AGREEMENT

WHEREAS, John L. Kemper of 10513 Walter Thompson Drive, Vienna, Virginia 22181; F. Scott Whipple of 2317 Briggs Road, Silver Spring, Maryland 20906 and Timothy M. McLuckie of 209 Watkins Circle, Rockville, Maryland 20850; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **CASH FLOW AGGREGATION SYSTEM AND METHOD** (Atty. Dkt. No. 037607-0142) for which an application for United States Letters Patent was filed on December 30, 2002 as Application No. 10/331,571; and

WHEREAS, Fannie Mae, a federally chartered corporation having an office and principal place of business at 3900 Wisconsin Avenue, NW, Washington, DC 20016-2892 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper

title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

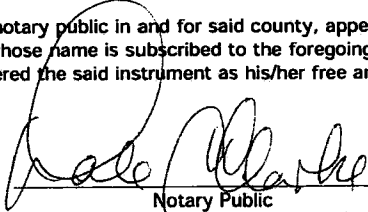
Executed this 27th day of March, 2003.



JOHN L. KEMPER

State of Virginia)
County of FAIRFAX)ss.

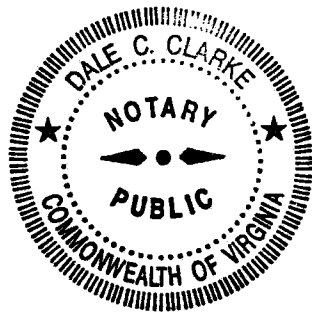
On this 27th day of March, 2003, before me, a notary public in and for said county, appeared JOHN L. KEMPER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Notary Public

My Commission Expires: 10/19/2004

(Seal)



Executed this 26th day of March, 2003.

District of Columbia
State of _____)ss.
County of _____)

F. Scott Whipple

F. SCOTT WHIPPLE

On this 26th day of March, 2003 before me, a notary public in and for said county, appeared F. SCOTT WHIPPLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Shelley K. Gethers

Notary Public

My Commission Expires: _____

(Seal)

Shelley K. Gethers
Notary Public, District of Columbia
My Commission Expires 06-14-2007

