

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Pay With Checkmate	10/25/2010
RECEIVING PARTY DATA	
Name:	Viable Technologies, Inc.
Street Address:	P.O. Box 10
City:	Woody Creek
State/Country:	COLORADO
Postal Code:	81656
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7370794
CORRESPONDENCE DATA	
Fax Number:	(415)705-6383
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4157056377
Email:	rking@dergnoah.com
Correspondent Name:	Dergosits & Noah LLP
Address Line 1:	Three Embarcadero Ctr., Ste. 410
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	1288.01
NAME OF SUBMITTER:	Todd A. Noah
Total Attachments: 8 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Pay With Checkmate, a Colorado partnership having a principal place of business at P.O. Box 10, Woody Creek, Colorado 81656 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Viable Technologies, Inc., a Washington corporation having a principal place of business at 801 2nd Avenue, Suite 614, Seattle, WA 98104 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

- (a) the patent listed in the table below (the "**Patent**");
- (b) inventions, invention disclosures, and discoveries described in the Patent;
- (c) patents or patent applications (i) to which the Patent directly or indirectly claims priority, (ii) for which the Patent directly or indirectly forms a basis for priority;
- (d) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in (a) through (c);
- (e) foreign patents, patent applications and counterparts relating to any item in (a) through (d);
- (f) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Patent and/or any item in any of the foregoing categories (b) through (e), including, without limitation, all causes of action and other enforcement rights for
 - (i) damages,
 - (ii) injunctive relief, and
 - (iii) any other remedies of any kind for past, current, and future infringement; and
- (g) all rights to collect royalties and other payments under or on account of the Patent.

Patent or Application No.	Country	Filing Date	Title of Patent and First Named Inventor

7,370,794	U.S.	March 15, 2006	Device and System for Presenting and Facilitating Payment of a Restaurant Bill, Fleming Trane
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Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignment for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the inventor, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at _____
on _____.

ASSIGNOR

PAY WITH CHECKMATE

By: [Signature]
Name: Fleming Trane
Title: General Partner

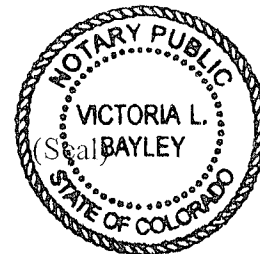
STATE OF Colorado)
) ss.
COUNTY OF PITKIN)

On October 25, 2010, before me, Victoria L Bayley,
Notary Public in and for said State, personally appeared Fleming Trane,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature Victoria L Bayley

By: _____
Name: Justin Kuzmanich
Title: General Partner



My Commission Expires 08/17/2013

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____,
Notary Public in and for said State, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that by his/her signature on the

instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

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 - (i) damages,
 - (ii) injunctive relief, and
 - (iii) any other remedies of any kind for past, current, and future infringement; and
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Patent or Application No.	Country	Filing Date	Title of Patent and First Named Inventor
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			Payment of a Restaurant Bill, Fleming Trane
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Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the inventor, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.

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IN WITNESS WHEREOF this Assignment of Patent Rights is executed at
on

ASSIGNOR

PAY WITH CHECKMATE

By:
Name: Fleming Trane
Title: General Partner

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____,
Notary Public in and for said State, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that he/
she executed the same in his/her authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

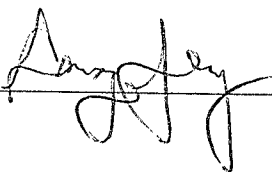
By: [Signature]
Name: Justin Kuzmanich
Title: General Partner

STATE OF _____)
) ss.
COUNTY OF _____)

On October 25, 2010, before me, George D., Jr.,
Notary Public in and for said State, personally appeared Justin Kuzmanich,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that he/
she executed the same in his/her authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature



(Seal)

