

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FEXCO	12/31/2010
RECEIVING PARTY DATA	
Name:	FEXCO Merchant Services
Street Address:	FEXCO Financial Services Centre, Iveragh Road
City:	Killorglin, Co. Kerry
State/Country:	IRELAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11569958
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	040018-000200US
NAME OF SUBMITTER:	Darin J. Gibby
Total Attachments: 28 source=040018-000200-assignment#page1.tif source=040018-000200-assignment#page2.tif source=040018-000200-assignment#page3.tif source=040018-000200-assignment#page4.tif source=040018-000200-assignment#page5.tif source=040018-000200-assignment#page6.tif	

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FEXCO

FEXCO MERCHANT SERVICES

DEED OF ASSIGNMENT

FEXCO Legal Department
Iveragh Road
Killorglin
County Kerry
Ireland
© FEXCO 2010
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SCHEDULES

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SCHEDULE 2	SCHEDULE OF "DCC at ATM" PATENTS AND PATENT APPLICATIONS
SCHEDULE 3	SCHEDULE OF DCC related TRADE MARKS

THIS DEED is made BETWEEN:

- (1) **FEXCO** a company incorporated and registered in Ireland whose registered office is at FEXCO Financial Services Centre, Iveragh Road, Killorglin, Co. Kerry (the "Assignor"); and
- (2) **FEXCO MERCHANT SERVICES** a company incorporated and registered in Ireland whose registered office is FEXCO Financial Services Centre, Iveragh Road, Killorglin, Co. Kerry (the "Assignee").

BACKGROUND

- (A) The Assignor is in possession of and owns rights in certain (i) inventions as described and set forth in the patents and patent applications listed in Schedules 1 and 2 to this Assignment and (ii) the trademarks listed in Schedule 3 to this Assignment, and is either the proprietor of or owns certain rights in said patents, patent applications and trademarks.
- (B) The Assignor has agreed to assign all its rights, title and interest in the inventions, patents, patent applications and trademarks referred to in paragraph A above on the terms set out in this Deed of Assignment with effect from the Effective Date.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement and in the recitals and schedules hereto:-

"Effective Date" means 31st December 2010.

"Inventions" means the claimed subject matter of the Patents and Patent Applications.

"Patents" means all the granted patents listed in Schedules 1 and 2 to this Deed of Assignment.

"Patent Applications" means all the pending patent applications listed in Schedules 1 and 2 to this Deed of Assignment.

"Trademarks" means all the registered trademarks listed in Schedule 3 to this Deed of Assignment.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.

- 1.4 References to clauses and the schedules are to the clauses and the schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Writing or written includes faxes but not e-mail.
- 1.9 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. ASSIGNMENT

In consideration of the sum of €1 and other good and valuable consideration (receipt and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby assigns on the Effective Date to the Assignee absolutely all its right, title and interest in and to:

- 2.1 the Patents and Patent Applications, and in and to all and any inventions (including the Inventions) disclosed in the Patents and Patent Applications, including:
- (a) in respect of any and each application relating to each of the Inventions:
 - (i) the right to claim priority from and to prosecute and obtain grant of patent; and
 - (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
 - (b) in respect of the Inventions, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;

- (c) the right to extend to or register in, or in respect of, any country or territory in the world each and any of the applications filed as aforesaid, and to extend to or register in or in respect of any country or territory in the world any patent or like protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid; and
- (e) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Patents or any patents granted on any of the Patent Applications or other applications filed as aforesaid, whether occurring before, on or after the date of this assignment; and

2.2 the Trademarks, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Trademarks.

3. FURTHER ASSURANCE

The Assignor shall and shall use all reasonable endeavours to procure that any necessary third party shall, at the Assignee's cost, execute such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5. ENTIRE AGREEMENT

5.1 The agreement made under this Deed of Assignment constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

5.2 Each party acknowledges that, in entering into the agreement under this Deed of Assignment, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

5.3 Nothing in this clause shall limit or exclude any liability for fraud.

6. VARIATION

No variation of this Deed of Assignment shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. SEVERANCE

7.1 If any court or competent authority finds that any provision of this assignment and agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

7.2 If any invalid, unenforceable or illegal provision of this assignment and agreement would be valid, enforceable and legal if some part of it were deleted the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

8. STAMP DUTY

8.1 It is hereby certified by the Assignor that the property transferred herein qualifies in its entirety as intellectual property, as defined by Section 101(1) of the Stamp Duties Consolidation Act 1999 and as such the aforementioned transfer of intellectual property is exempted from the charge to stamp duty under the provisions of Section 101(2) of the Stamp Duties Consolidation Act 1999.

9. COUNTERPARTS

This assignment and agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

10. NOTICES

10.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid post to each party required to receive the notice as set out below:

- (a) Assignor: The Company Secretary, FEXCO, FEXCO Centre, Iveragh Road, Killorglin, Co. Kerry.

(b) Assignee: The Company Secretary, FEXCO Merchant Services, FEXCO Financial Services Centre, Iveragh Road, Killorglin, Co. Kerry.

or as otherwise specified by the relevant party by notice in writing to each other party.

10.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in this clause or if sent by post

11. GOVERNING LAW AND JURISDICTION

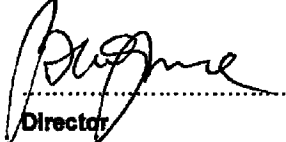
11.1 This assignment and agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.

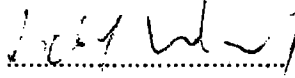
11.2 The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof this document has been executed and delivered as a deed on the date hereof.

Signed, sealed and delivered by
FEXCO
in the presence of:

Caroline Conroy
FEXCO,
Killinglin,
Co. Kerry.

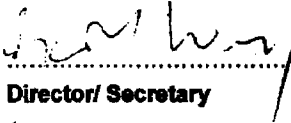

.....
Director


.....
Director/ Secretary

Signed, sealed and delivered by
FEXCO MERCHANT SERVICES
in the presence of:

Caroline Conroy,
FEXCO,
Killinglin,
Co. Kerry.


.....
Director


.....
Director/ Secretary

SCHEDULE 1

**SCHEDULE OF "DIRECT CURRENCY CONVERSION" PATENTS AND PATENT
APPLICATIONS**



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Intellectual Property\

SCHEDULE OF "DIRECT CURRENCY CONVERSION" PATENTS AND PATENT APPLICATIONS AS AT 15 DECEMBER 2010

COUNTRY	SUBJECT	PATENT AGENT	REFERENCE NO	STATUS	Final date for requesting examination	Estimated examination time
European Union	Direct Currency Conversion	Kilburn & Strode ("K&S") Chris Rees Alexander Korenberg Claire Crispin	Official & Publication No. 1774488 App. No. 05759075.4 (6/07/05)	Paid EP Regional entry fees 26 Oct 2010 – Filed response at the EPO to the outstanding extended supplementary search report, together with amended set of claims.	N/A	04.05.10 Supplementary EU search report was drawn up
Norway	Direct Currency Conversion	K&S	App. No. 20070772	Application Filed		
Croatia	Direct Currency Conversion	K&S		Pending		
Russian Federation	Direct Currency Conversion	K&S	App. No. 2007105108 (06/07/05)	GRANTED 2010		
San Marino	Direct	K&S	App. No. SM-AP-	GRANTED		

COUNTRY	SUBJECT	PATENT AGENT	REFERENCE NO	STATUS	Final date for requesting examination	Estimated examination time
	Currency Conversion		200700001 Patent No. 2007000001	31/10/2007		
Egypt	Direct Currency Conversion	K&S	Appl. No: PCT 19/2007 Patent No. 24651	GRANTED - 6 April 2010 Last annuity paid Sep 2010 Pending		
Serbia & Montenegro	Direct Currency Conversion	K&S		Pending		
Macedonia	Direct Currency Conversion	K&S		Pending		
Ukraine	Direct Currency Conversion	K&S	App. No: A 2007 00629 (06/07/05) Patent No. 97833	Pending. Under examination. Last event: 25/08/09. Replied to exam OL GRANTED: 10/09/2010		Does not usually start until a year or two after payment of fee.
Bosnia & Herzegovina	Direct Currency Conversion	K&S		Pending		
African Regional	Direct	K&S	App. No.	Accepted for		

COUNTRY	SUBJECT	PATENT AGENT	REFERENCE NO	STATUS	Final date for requesting examination	Estimated examination time
Intellectual Property Organisation (ARIPO) – see below for members	Currency Conversion		AP/P/2007/003913 (06/07/05)	Grant: Nov 2010 Application & grant fees to be paid before 28 Jan 2011		
South Africa	Direct Currency Conversion	K&S	Appl. No.2007/00063	Granted: 30 June 2010		
	Direct Currency Conversion	K&S	PCT/19/2007 (06/07/05)	Under Examination Last Event: 26/11/09 – Confirmation that case is still active after reset		Examination report issued Jan 2009. Amendments submitted,
Seychelles	Direct Currency Conversion	K&S	Application No. & Patent No. PCT/AU2005/000983	Granted 17/12/09 Renewal fee Annuity paid: Sept 2010		
Tunisia	Direct	K&S	Application No.	Granted.		

COUNTRY	SUBJECT	PATENT AGENT	REFERENCE NO	STATUS	Final date for requesting examination	Estimated examination time
	Currency Conversion		SN06.431 Patent No. 19688	Registered 25/04/08 Renewal Fee paid 24/06/10		
Morocco	Direct Currency Conversion	K&S	App. No. 29656 Patent No. 28785	GRANTED 1.8.2007. Official Date of Grant: 5.2.2007		
Israel	Direct Currency Conversion	K&S	App. No. 180253	Under Examination Reply to Exam OL - 22/06/09		
Oman	Direct Currency Conversion	K&S	App. Number 15 2006 (06/06/05)	Pending - Application filed. Last event 21/06/2010		
United Arab Emirates	Direct Currency Conversion	K&S	App. No. 34/2007 (06/07/05)	Pending - application filed		

COUNTRY	SUBJECT	PATENT AGENT	REFERENCE NO	STATUS	Final date for requesting examination	Estimated examination time
Syria	Direct Currency Conversion	K&S	App. No. 7464 (06/07/05)	Pending. Application Filed 2010 - Application rejected by Syrian patent office. Re- submit before 6 Jan 2011 12/11 - AK instructed to search if Mainline has patent in Syria in order for us to make a decision to go ahead in light of fees.		

COUNTRY	SUBJECT	PATENT AGENT	REFERENCE NO	STATUS	Final date for requesting examination	Estimated examination time
United States of America	Direct Currency Conversion	Townsend, Townsend & Crew ("TTC") Darin Gibby Colleen Calvin	App. No. 11/569,958 Pub. No. US-2007-0214054-A1 Pub. No. US-2007-0214054-A1 (13/06/07)	Pending, Filed 1.12.2006 Response to 2 nd office action: 29/07/07 IDS filed 25/09/09 Amendment finalised – FEXCO to review 13/08/2010. Notice of Appeal and Petition for Extension of Time electronically filed with US Patent Office 28/10/2010. 2 months to file appeal brief. TTC will provide draft	Office action prediction – 5 months	Approx 18 months from filing

COUNTRY	SUBJECT	PATENT AGENT	REFERENCE NO	STATUS	Final date for requesting examination	Estimated examination time
United States of America	Direct Currency Conversion	TTC	App No. 12/917,379	Electronically filed 1/11/2010 This is a new application that was filed which includes amended claims from the 1 st US application.		
Canada	Direct Currency Conversion	TTC	2573632	Pending – Exam / Art: 06/07/10 – Completed	Examination requested 11.4.2007.	Because of a backlog in the Canadian Patent Office it will be two to three years before Examination is actually commenced.

COUNTRY	SUBJECT	PATENT AGENT	REFERENCE NO	STATUS	Final date for requesting examination	Estimated examination time
Mexico	Direct Currency Conversion	TTC	Appl. No. 6015221 (06/07/05)	Pending. Response to Office action: 25/09/05. Response to Office Action filed: 03/02/2010 Granted: 05/08/10 Awaiting grant letters		
Brazil	Direct Currency Conversion	TTC	Appl. No. 0513236-3 (06/07/05)	Pending - Examination requested - 06/07/08		
Colombia	Direct Currency Conversion	TTC	PA/a/2002/000486	Pending	Response filed examination requested	Examination report issued, comments filed
Ecuador	Direct Currency Conversion	TTC	Appl. No. SP-07-7168 (06/07/05) Publication no. SP-07-7168 (29/03/07)	Pending	Response filed	

COUNTRY	SUBJECT	PATENT AGENT	REFERENCE NO	STATUS	Final date for requesting examination	Estimated examination time
St Lucia		TTC	Appl. No. not assigned (07/06/05)	Pending		
Nicaragua	Direct Currency Conversion	TTC	Appl. No. 2007-00008 (06/07/05) Publication no. 2007-00008 (15/11/07)	Pending Published Examination completed: 13/12/07 Response: 05/07/10		
Costa Rica	Direct Currency Conversion	TTC	Appl. No. 8836 (06/07/05)	Pending		
Belize	Direct Currency Conversion	TTC	Appl. No. 450.07 (06/07/05)	Pending Response Filed: 21/07/07 Annuity Paid 14/06/10		
Antigua & Barbuda	Direct Currency Conversion	TTC	Appl. No. VC/A2007/00001 (06/07/05)	Pending		

COUNTRY	SUBJECT	PATENT AGENT	REFERENCE NO	STATUS	Final date for requesting examination	Estimated examination time
Barbados	Direct Currency Conversion	TTC	Appl. No. 2001/1286 (06/07/05)	Pending		
New Zealand	Direct Currency Conversion	James & Wells Ian Finch Leonard Cousins David Marriott	App No: 551529	ACCEPTED 13.11.2008. IF NO OPPOSITION BY 28.2.2009, GRANT WILL ISSUE. Granted - as of 6 July 2005. Sealed on 12 March 2009 Next renewal due: 6/07/12		

COUNTRY	SUBJECT	PATENT AGENT	REFERENCE NO	STATUS	Final date for requesting examination	Estimated examination time
Australia	Direct Currency Conversion	FB Rice ("FBR") Chris O'Sullivan Connie Merlino	App. No 2005262257	Pending – Examiner's report issued. Response due 04/02/11 Acceptance deadline 4/11/11		
China	Direct Currency Conversion	FBR	App. No. 200580021602.4	Pending – Response to office action filed (Oct 2010)		6 July 2008
Hong Kong	Direct Currency Conversion	FBR	App. No. 07109378.6 Publication No: 110436A	Published 11.1.2008 Pending – Awaiting for Chinese application to grant	As this application is based on the corresponding Chinese application, there will be no examination in Hong Kong. We must apply for grant within 6 months of grant of the Chinese	

COUNTRY	SUBJECT	PATENT AGENT	REFERENCE NO	STATUS	patent and will receive it automatically. Final date for requesting examination	Estimated examination time
Republic of Korea	Direct Currency Conversion	FBR	App. No. 10-2007-7000851 Publication No. 10-2007-0034584	Pending – awaiting first official action	6 July 2010	12 months after a request is filed
India	Direct Currency Conversion	FBR	App. No 3778/KOLNP/2006	Pending – Exam requested – 02/07/08 Awaiting first official action. The foreign associate advised that since Examination queue is long, we may not see an Examiner's report issue for another 12 months. (as at 16 08 10)	12 July 2008	6 July 2009

Indonesia	Direct Currency Conversion	FBR	App. No. W- 0020070092 Pub. No. 047.1772A	Published 26 April 2007. Examined, report same as International Report. Response filed Sep 09. Awaiting official action of acceptance (as at 12 5 10)		
Japan	Direct Currency Conversion	FBR	2007-520615	Pending – Exam requested – Awaiting first official action 7/12/10 – First office action received. Japanese PO rejected application. FBR will draft an amendment once they have checked this with the Japanese associate.	Local agents instructed to request examination by deadline of 6 July 2008	6 July 2009

COUNTRY	SUBJECT	PATENT AGENT	REFERENCE NO	STATUS	Final date for requesting examination	Estimated examination time
Philippines	Direct Currency Conversion	FBR	App. No 1-2007-500109	Pending – Exam requested – Awaiting first official action	12 July 2007	6 March 2008
Singapore	Direct Currency Conversion	FBR	Application No. 200608593-0 Patent No. 128128	Granted 30/10/09 Renewal Fee paid 24/06/10		
Singapore	Direct Currency Conversion	FBR	Application no. 200906614-3	Pending – Block Extension to be filed before 2/01/2013	2 January 2013 Renewal Fees not payable until after application is granted	
Sri Lanka	Direct Currency Conversion	FBR	App. No. 14354	Pending – Awaiting first official action		6 July 2008
Vietnam	Direct Currency Conversion	FBR	App. No. 1-2007-00238	Pending – Response to office action being filed	Requested 12 January 2008	6 July 2008

SCHEDULE 2

SCHEDULE OF "DCC at ATM" PATENTS AND PATENT APPLICATIONS



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Intellectual Property\

Townsend & Townsend & Crew:

"DCG at ATM" Patents and Patent Applications

Filing Ref	Country	Name	Inventors	Appl. no. / Date	Patent No.	Grant Date	Status
020375-053120AU	Australia	ATM Machine and Methods with currency conversion capabilities	Charles A Fillinger / Barry O'Sullivan	2005265078 / 16/06/2005	2005265078	20/08/2009	Granted August 2009
020375-053120BR	Brazil	ATM Machine and Methods with currency conversion capabilities	Charles A Fillinger / Barry O'Sullivan	P10511987-1 / 16/06/2005			Pending: 09/02/07 - POA; 16/06/08 - Examination Requested
020375-053120CA	Canada	ATM Machine and Methods with currency conversion capabilities	Charles A Fillinger / Barry O'Sullivan	2570701 / 16/06/2005			Pending: 28/08/09 - Response to Office Action; 16/06/10 - Examination
020375-053120CN	China	ATM Machine and Methods with currency conversion capabilities	Charles A Fillinger / Barry O'Sullivan	200580027472.5 / 16/06/2005			Pending: 13/04/07 - POA; 17/08/07 - Examination Requested; 21/09/10 - Response to Office Action
020375-053120EP	EPO	ATM Machine and Methods with currency conversion capabilities	Charles A Fillinger / Barry O'Sullivan	05761774.8 / 16/06/2005			Pending: 22/08/10 - Response

020375-053120HK	Hong Kong	ATM Machine and Methods with currency conversion capabilities	Charles A Fillingner / Barry O'Sullivan	07110817.3 16/06/2005				Pending: Published, Based on 053120EP
020375-053120IN	India	ATM Machine and Methods with currency conversion capabilities	Charles A Fillingner / Barry O'Sullivan	3889/KOLNP/06 16/06/2005				Pending
020375-053120MX	Mexico	ATM Machine and Methods with currency conversion capabilities	Charles A Fillingner / Barry O'Sullivan	PA/a/2006/01462 9 16/06/2005				Pending 14/04/07 - POA; 10/10/09 - Response; 30/04/10 - Response; 20/08/10 - Issue fee
020375-053120PC	PCT	ATM Machine and Methods with currency conversion capabilities	Charles A Fillingner / Barry O'Sullivan	PCT/US2005/021 403 16/06/2005				Inactive / Expired
020375-053120US	USA	ATM Machine and Methods with currency conversion capabilities	Charles A Fillingner / Barry O'Sullivan	11/154102 16/06/2005	7219832	22/05/2007		Granted
020375-053130US	USA	ATM Machine and Methods with currency conversion capabilities	Charles A Fillingner / Barry O'Sullivan	11749708 16/05/2007	7458507	02/12/2008		Granted

SCHEDULE 3

SCHEDULE OF DCC related TRADE MARKS



L:\General\
Intellectual Property\

SCHEDULE OF "DCC RELATED" REGISTERED TRADEMARKS

Trademark	Country	Registered No	Date of Registration	Class	Registered Proprietors	Renewal Date
FEXCO MULTI CURRENCY MANAGEMENT SYSTEM	EU	000749168	15/09/99	36	FEXCO	3/02/18
FEXCO Dynamic Currency Conversion	EU	003317261	13/08/2003	9, 36 and 42	FEXCO	13/08/13
FEXCO Dynamic Currency Conversion	USA	3490862	29/08/08	9, 36 and 42	FEXCO	29/08/18 but affidavit showing that mark is in use in US to be filed between 5 and 6 years after date of registration
FEXCO Dynamic Currency Conversion	Australia	966430	18/08/2003	9, 36 and 42	FEXCO	18/08/13
DCC@ATM	EU	006194849	13/08/07	9, 36 and 42	FEXCO	13/08/17
DCC@ATM	USA	3597168	31/03/09	9, 36, and 42	FEXCO	31/03/18