

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jerald Dawkins	04/12/2011
Alex Pezold	04/12/2011
RECEIVING PARTY DATA	
Name:	TokenEx, L.L.C.
Street Address:	5110 S Yale Ave Suite 310
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74135
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13085843
CORRESPONDENCE DATA	
Fax Number:	(918)856-3102
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	918-856-3100
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Correspondent Name:	Behles Van Staden, PLC
Address Line 1:	115 West 3rd Street, Suite 401
Address Line 4:	Tulsa, OKLAHOMA 74103
ATTORNEY DOCKET NUMBER:	TOK-PA-2011-01
NAME OF SUBMITTER:	John Behles
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

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PATENT
REEL: 026122 FRAME: 0758

Assignment Agreement

This documents the entire agreement between the parties regarding the transfer of ownership interests of their joint-invention (hereinafter "Applications") identifiable in the United States Patent and Trademark Office by, U.S. Provisional Patent Serial No. 61/282,899, filed on April 19, 2010, entitled "Data Security – Credit Card Extraction to Support Tokenization and E2E Process," hereinafter the '899 application to TokenEx, LLC, an Oklahoma domestic limited liability company, and also to U.S. Patent Application entitled, "DEVICES, SYSTEMS, AND METHODS FOR TOKENIZING SENSITIVE INFORMATION," which is to be filed on or before April 19, 2011.

Recitals

Whereas, Mr. Jerald Dawkins and Mr. Alex Pezold (hereafter "ASSIGNORS") are joint inventors of the Applications;

Whereas, ASSIGNORS both individually and collectively desire to assign all rights, title, and interest to the Applications to Tokenex, LLC (hereinafter "ASSIGNEE"); and

Whereas, TokenEx, LLC, an Oklahoma Limited Liability Company located at 5110 S Yale Ave Suite 310 Tulsa, OK 74135 is desirous of acquiring the entire right, title and interest in and to the invention, the Applications, and any and all Letters Patent or similar legal protection, foreign or domestic, to be obtained therefore.

Agreement

1. NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right, but not limited to, suing and collecting damages for past infringements, and to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

2. ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

3. ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNORS' and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

4. The parties will record, or cause to be recorded, Exhibits A (the notarized assignment) with the United States Patent and Trademark Office on or before April 19, 2011.

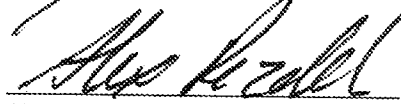
5. The ASSIGNORS, in accordance with the conveyance in clause 2. Assignment above, relinquishes all rights to any future, subsequent inventions to the Applications, which may be derived from this invention. ASSIGNORS hereby authorize the ASSIGNEE, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent or similar legal protection, in its own name if desired, in any and all foreign countries.

6. Patent Assignor agrees that, upon request and without further compensation, but at no expense to Patent Assignor, he and his legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for sustaining, reexamining, reissuing, or enforcing the Applications in the United States and throughout the world, and for perfecting, recording, or maintaining the title of the Patent Assignee, its successors and assigns, to the Applications.

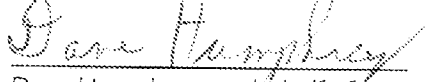
7. I hereby authorize and request ASSIGNEE's attorney, John M. Behles, of Behles Van Staden, PLC (115 West 3rd Street, Suite 401, Tulsa, OK 74103), to insert here in parentheses (_____, _____) the filing date and application number of said application when known.

ASSIGNORS


Jerald Dawkins


Alex Pezold

ASSIGNEE


Dave Humphrey, on behalf of
TokenEx, LLC

NOTARIZATION

State of Oklahoma)

SS:



County of Tulsa)

Dawn Schulte Commission # 07010713

IN WITNESS WHEREOF, I have hereunto set hand and seal this 12 day of April 2011.

Seal

