

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Net MoneyIn, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Spindle Mobile, Inc.

Internal Address: _____

Street Address: 6821 East Thomas Road

City: Scottsdale

State: Arizona

Country: US Zip: 85251

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 8, 2011

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

11/293,878

B. Patent No.(s)

5,822,737
5,963,917
5,991,738
6,381,584

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Michael D. Van Loy

Internal Address: _____

Street Address: 3580 Carmel Mountain Road, Suite 300

City: San Diego

State: CA Zip: 92130

Phone Number: (858) 314-1500

Fax Number: (858) 314-1501

Email Address: mdvanloy@mintz.com

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41) \$200.00

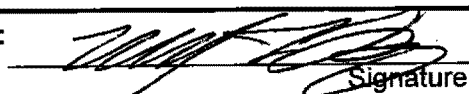
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-0311

Authorized User Name Michael D. Van Loy

9. Signature:


Signature

July 8, 2011

Date

Michael D. Van Loy, Reg. No. 52,315

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$200.00 500311 1129387

Patent Assignment
Page 1 of 4

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications (the "Patent Assignment"), effective as of July 1, 2011 (the "Effective Date"), is by and between **Net MoneyIn, Inc.**, an Arizona Corporation with offices at **6990 E. 22nd Street, #110 Tucson, AZ 85710** (the "ASSIGNOR") and **Spindle Mobile, Inc.**, a Delaware Corporation with offices at **6821 East Thomas Road Scottsdale, AZ 85251** and to its successors, assigns and legal representatives (collectively, the "ASSIGNEE").

WHEREAS, the ASSIGNEE and the ASSIGNOR are parties to that certain Asset Purchase Agreement (the "Agreement") dated May 19, 2011 and amended on July 1, 2011;

WHEREAS, pursuant to the Agreement, the ASSIGNOR has agreed to execute and deliver this Patent Assignment;

WHEREAS, the ASSIGNOR is the owner of the right, title and interest in and to certain patents and patent applications (collectively, the "Patents"), each as specified in Schedule 1 attached hereto, subject to any and all liens and encumbrances relating to such Patents previously granted by the ASSIGNOR;

WHEREAS, the ASSIGNOR is willing to assign to the ASSIGNEE its respective rights in the Patents;

WHEREAS, the ASSIGNEE desires to obtain ownership of the Patents in accordance with the terms and conditions set forth in this Patent Assignment and the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the ASSIGNEE and the ASSIGNOR, intending to be legally bound, hereby agree as follows:

1. Assignment. The ASSIGNOR does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the ASSIGNEE, in perpetuity, all of its respective worldwide right, title, and interest in and to all of the Patents, together with (i) the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in such Patents and (ii) the right to file and obtain any continuations, continuations-in-part, reissues, patent term extensions, divisionals and reexamination of the Patents, as applicable.
2. Recordation. In order to record this Patent Assignment with the United States Patent and Trademark Office (the "USPTO"), the parties hereto shall execute this Patent Assignment and the ASSIGNEE shall execute the Recordation Cover Sheet required by the USPTO in order to record the assignment effected hereby. Thereafter, the ASSIGNEE shall record the executed Recordation Form Cover Sheet with the USPTO, together with any schedules and exhibits thereto, including, but not limited to, this Patent Assignment and Schedule 1 hereto.

Patent Assignment

Page 2 of 4

3. Power of Attorney. The ASSIGNOR does hereby make, constitute and appoint the ASSIGNEE (and any officer or agent of the ASSIGNEE as the ASSIGNEE may select in its exclusive discretion) as the ASSIGNOR'S true and lawful attorney-in-fact, with the power to endorse the ASSIGNOR'S name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Patent Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the USPTO; provided, that the ASSIGNEE shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that the ASSIGNOR has failed to take such action at the request of the ASSIGNEE and following ten (10) days prior written notice to the ASSIGNOR of the exercise of such rights. This power of attorney shall be irrevocable.

4. "AS IS" and "WHERE IS". THE PATENTS ARE ASSIGNED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OR GUARANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CONCERNING TITLE, QUALITY, QUANTITY, DURABILITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, FREEDOM TO OPERATE, DEPENDENT TECHNOLOGY, NON-INFRINGEMENT, VALIDITY OR ANY OTHER ASPECT OF THE SAME. FURTHER, THE PATENTS ARE ASSIGNED "AS IS" AND "WHERE IS" WITHOUT REPRESENTATION OR WARRANTY AND ALL WARRANTIES EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ASSIGNEE ASSUMES NO RESPONSIBILITY FOR THE CONDITION OR POTENTIAL (OR LACK THEREOF) OF THE PATENT AND PATENT APPLICATIONS. THE PATENT AND PATENT APPLICATIONS ARE ALSO ASSIGNED SUBJECT TO CERTAIN PRE-EXISTING LIENS AND ENCUMBRANCES.

5. Governing Law. This Patent Assignment shall be governed by and construed in accordance with the laws of the State of California and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.

6. Successors and Assigns. This Patent Assignment shall bind the ASSIGNOR and its successors and assigns and inure to the benefit of the ASSIGNEE.

This Assignment of Patents is executed and delivered effective as of the Effective Date set forth above.

Date: July 8, 2011

Wayne Rod
Signature of **Wayne Rod, President**
Net MoneyIn, Inc. (ASSIGNOR)

State of Arizona :
: ss.
County of Maricopa :

Before me this 8th day of July, 2011, personally appeared Wayne Rod known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed in his lawful capacity as an officer of the ASSIGNOR, Net MoneyIn, Inc. for the purposes therein contained.



Megan L Hoover
Notary Public
My Commission Expires: 02/08/15

Date: July 5th 2011

David Ide
Signature of: **David Ide, CEO**
Spindle Mobile, Inc. (ASSIGNEE)

State of Arizona :
: ss.
County of Maricopa :

Before me this 8 day of July, 2011, personally appeared David Ide known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed in his lawful capacity as an officer of the ASSIGNEE, Spindle Mobile, Inc. for the purposes therein contained.



Shelly Groonwald
Notary Public
My Commission Expires: January 24, 2012

Patent Assignment
Page 4 of 4

Schedule 1

LIST OF PATENTS

U.S. Patent No.	Issue Date	Application Serial No.	Filing Date	Title
5,822,737	10-13-1998	08/597,017	02-05-1996	Financial Transaction System
5,963,917	10-05-1999	09/166,749	10-05-1998	Financial System of Computers
5,991,738	11-23-1999	08/968,701	11-12-1997	Automated Credit Card Processing
6,381,584	04-30-2002	09/657,277	09-07-2000	Computers in a Financial System

LIST OF PATENT APPLICATIONS

U.S. Publication No.	Publication Date	Application Serial No.	Filing Date	Title
2006/0122862	06-08-2006	11/293,878	12-02-2005	Processing payment on the Internet