

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Fauziah B. Ariff</td> <td>12/01/2011</td> </tr> <tr> <td>Theodore S. Voltmer</td> <td>11/16/2011</td> </tr> </tbody> </table>		Name	Execution Date	Fauziah B. Ariff	12/01/2011	Theodore S. Voltmer	11/16/2011						
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Fauziah B. Ariff	12/01/2011												
Theodore S. Voltmer	11/16/2011												
RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>American Express Travel Related Services Company, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>200 Vesey Street</td> </tr> <tr> <td>Internal Address:</td> <td>3 World Financial Center</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10285-4900</td> </tr> </table>		Name:	American Express Travel Related Services Company, Inc.	Street Address:	200 Vesey Street	Internal Address:	3 World Financial Center	City:	New York	State/Country:	NEW YORK	Postal Code:	10285-4900
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PROPERTY NUMBERS Total: 4													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7398225</td> </tr> <tr> <td>Patent Number:</td> <td>7428498</td> </tr> <tr> <td>Patent Number:</td> <td>7496524</td> </tr> <tr> <td>Application Number:</td> <td>12354324</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7398225	Patent Number:	7428498	Patent Number:	7496524	Application Number:	12354324		
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CORRESPONDENCE DATA													
Fax Number:	(602)382-6070												
Phone:	602-382-6228												
Email:	krigby@swlaw.com												
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>													
Correspondent Name:	Howard I. Sobelman, Snell & Wilmer L.L.P.												
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Address Line 4:	Phoenix, ARIZONA 85004												
ATTORNEY DOCKET NUMBER:	40655.3600												
PATENT													

NAME OF SUBMITTER:

Howard I. Sobelman

Total Attachments: 8

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ASSIGNMENT OF PATENT RIGHTS

The undersigned assignors ("Assignor") have invented and wish to assign inventions and improvements (the "Invention(s)") disclosed in the patent applications and patents filed in the United States Patent and Trademark Office, and/or other governmental offices that are identified on the attached Exhibit A. Assignee desires to acquire the entire right, title and interest in and to the assets and rights conveyed, assigned, and transferred pursuant to this Assignment of Patent Rights, made effective as of April 17, 2001 (this "Assignment").

Now, therefore, for valuable consideration, the receipt and sufficiency of which the Assignor acknowledges, Assignor hereby irrevocably and unconditionally conveys, assigns, and transfers to American Express Travel Related Services Company, Inc., a New York corporation ("Assignee"), Assignor's full extent of the right, title, and interest in and to any and all of the following (the "Rights"):

- The Invention(s) and all rights in any country of the world with respect to the Invention(s);
- The patents listed on Exhibit A and all letters patents, United States patents or other governmental grants or issuances that may be granted or issued with respect to the Invention(s) (the "Patent(s)");
- The patent applications listed on Exhibit A and all divisions, continuations (in whole or in part), substitutions, renewals, and other applications claiming priority rights directly or indirectly from the Patents and/or any such applications (the "Application(s)");
- All reissues, requests for continuing examinations, reexaminations, extensions or registrations of the Application(s) and/or the Patent(s);
- All non-United States patents, patent applications, and counterparts with respect to the Invention(s), the Application(s), and the Patent(s) including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, and including the right to file foreign applications directly in the name of Assignee;
- The right to claim priority rights deriving from the Patent(s) and/or Application(s) and for Assignee to otherwise avail itself of the provisions of the international conventions governing the protection of inventions;
- All causes of action, remedies and other enforcement rights related to the Application(s), the Invention(s), and the Patent(s), including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the Application(s), the Invention(s), and/or the Patent(s);
- All rights to collect royalties and other payments under or on account of any of the Application(s), the Invention(s), and the Patent(s);
- Any and all other rights and interests arising out of, in connection with, or in relation to the Application(s), the Invention(s), and the Patent(s); and
- All documents related to the conception, diligence and reduction to practice of the Invention(s) and all domestic and international patent filing documents.

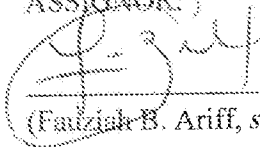
Assignor will not execute any writing or do any act conflicting with this Assignment, and, without further compensation, will execute all documents and do such additional acts as Assignee deems necessary or desirable to: perfect enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend

title to the Rights. Assignor will render any requested assistance in making application for and obtaining original, divisional, continuing (in whole or in part), reissued or extended letters patent on the Invention(s) throughout the world. Assignor requests the respective patent office or governmental agency in each jurisdiction to grant or issue any and all letters patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

A copy of this Assignment will be deemed a full legal and formal equivalent of any document that may be required in any country as proof of the right of Assignee to apply for patent or other protection for any Invention(s) and to claim the benefit of the right of priority thereto. Assignor grants to Assignee the right, power and authority to insert in this Assignment any further information or identification that may be necessary or desirable to comply with the applicable rules and procedures for recordation of this Assignment, or perfecting its benefit, throughout the world.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors or assigns, and anyone properly designated by them and will be binding upon Assignor, its successors or assigns, and anyone properly designated by them. This Assignment may be executed in counterparts.

ASSIGNOR:)



(Fauziah B. Ariff, signature must be attested)

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Fauziah B. Ariff to the above Assignment of Patent Rights and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Fauziah B. Ariff is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on Dec 1, 2011 to execute the above Assignment of Patent Rights.
3. Fauziah B. Ariff subscribed to the above Assignment of Patent Rights.

I declare under penalty of perjury under the laws of the United States of America
that the statements made in the three (3) numbered paragraphs immediately
above are true and correct.

EXECUTED on DECEMBER 1, 2011 (date)

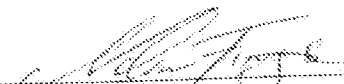

Print Name: NIKAN FIRSIROT

EXHIBIT A

U.S. Application/ Patent No.	U.S. Filing/Date	Title and Name of First Named Inventor
7,398,225	04/17/2001	System and method for networked loyalty program Theodore S. Voltmer
7,428,498	01/03/2007	System and method for networked loyalty program Theodore S. Voltmer
7,496,524	01/03/2007	System and method for networked loyalty program Theodore S. Voltmer
12/354,324	01/15/2009	System and method for networked loyalty program Theodore S. Voltmer

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- Any and all other rights and interests arising out of, in connection with, or in relation to the Application(s), the Invention(s), and the Patent(s); and
- All documents related to the conception, diligence and reduction to practice of the Invention(s) and all domestic and international patent filing documents.

Assignor will not execute any writing or do any act conflicting with this Assignment, and, without further compensation, will execute all documents and do such additional acts as Assignee deems necessary or desirable to: perfect enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend

title to the Rights. Assignor will render any requested assistance in making application for and obtaining original, divisional, continuing (in whole or in part), reissued or extended letters patent on the Invention(s) throughout the world. Assignor requests the respective patent office or governmental agency in each jurisdiction to grant or issue any and all letters patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

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The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors or assigns, and anyone properly designated by them and will be binding upon Assignor, its successors or assigns, and anyone properly designated by them. This Assignment may be executed in counterparts.

ASSIGNOR:



(Theodore S. Voltmer, *signature must be attested*)

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Theodore S. Voltmer to the above Assignment of Patent Rights and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Theodore S. Voltmer is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on November 16, 2011 to execute the above Assignment of Patent Rights.
3. Theodore S. Voltmer subscribed to the above Assignment of Patent Rights.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on November 16, 2011 (date)



Print Name: BARBARA VOLTMER

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U.S. Application/ Patent No.	U.S. Filing/Date	Title and Name of First Named Inventor
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