

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Howard Debow	05/02/2008
RECEIVING PARTY DATA	
Name:	Visa U.S.A. Inc.
Street Address:	P.O. Box 8999
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94128-8999
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13438807
CORRESPONDENCE DATA	
Fax Number:	(312)456-8435
Phone:	312-456-8400
Email:	laipmail@gtlaw.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:	GREENBERG TRAUIG, LLP
Address Line 1:	77 West Wacker Drive, Suite 3100
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	P-14218US/119945-142189
NAME OF SUBMITTER:	John P. Ward
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

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Name	Execution Date
HOWARD DEBOW	05/02/2008
RECEIVING PARTY DATA	
Name:	VISA USA, INC.
Street Address:	P. O. BOX 8999
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94128-8999
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12413033
CORRESPONDENCE DATA	
Fax Number:	(888)456-7824
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2149382452
Email:	MMURDOCK@TEXASPATENTS.COM
Correspondent Name:	GARLICK, HARRISON & MARKISON (VISA)
Address Line 1:	P.O. BOX 160727
Address Line 4:	AUSTIN, TEXAS 78716-0727
ATTORNEY DOCKET NUMBER:	P14218
NAME OF SUBMITTER:	Jessica W. Smith
Total Attachments: 4 source=De Bow severance#page1.tif source=De Bow severance#page2.tif source=De Bow severance#page3.tif source=De Bow severance#page4.tif	

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2/5/12

VISA INC.
SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS FOR
HOWARD DE BOW

PLEASE READ THIS AGREEMENT CAREFULLY. IT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS UP TO AND INCLUDING THE DATE THAT THIS AGREEMENT AND RELEASE IS EXECUTED BY THE EMPLOYEE.

This Visa Inc. Severance Agreement and Release of All Claims ("Agreement") is entered into by and between Howard De Bow ("Employee") and Visa Inc., for and on behalf of itself and its predecessors, successors, assigns, parents, subsidiaries, branches, affiliated entities and related entities (collectively, "Company").

situation, Employee nevertheless intends to release the Company from any and all such unknown claims, including damages which are unknown or unanticipated. The parties understand the word "claims" to include all actions, claims, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively all claims arising out of Employee's employment and the termination thereof. All such "claims" (including related attorneys' fees and costs) are forever barred by this Agreement and without regard to whether those claims are based on any alleged breach of a duty arising in a statute, contract, or tort; any alleged unlawful act, including, without limitation, age discrimination; any other claim or cause of action; and regardless of the forum in which it might be brought.

7. Employee understands and agrees that, by reason of his/her employment by the Company, Employee had access to confidential and proprietary information and trade secrets about the Company, its business, its customers and its methods of operation (collectively, "Confidential Information"), including but not limited to all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, technology, products, product specifications, techniques, inventions, discoveries, improvements, research, test results, data bases, other original works of authorship, customer lists, customer data, marketing, sales and business plans, strategies, forecasts, budgets, projections, financial information, unpublished financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, members, vendors, consultants or licensees. Employee agrees not to disclose or use any Confidential Information which Employee acquired, developed or created by reason of Employee's employment, except (i) if compelled by a valid subpoena or as otherwise required by law but in any case, and to the extent permitted by law, only after providing the Company with prior written notice as soon as practicable and with reasonable opportunity to contest such subpoena or other requirement for information, or (ii) if information that is or becomes publicly available other than through Employee's breach of any of Employee's obligations to the Company.

In addition, Employee agrees that Employee will not, directly or indirectly, use Confidential Information to solicit, induce or influence any customer, supplier, lender, lessor or any other person having a business relationship with Company to discontinue or reduce the extent of such relationship. Employee also agrees that for a period commencing on the Termination Date and ending on the twelve-month anniversary of the Termination Date (the "Restricted Period"), Employee will not, without the prior written consent of an authorized member of the Human Resources Department of the Company, directly or indirectly, recruit, solicit or otherwise induce or influence any person who is at the time (or was at any time within six months prior to the last date of Employee's employment) employed by Company in a managerial capacity in the management, design, production, operation, technology, sales or marketing areas of Company or any person who is performing any of the above functions for Company as an independent contractor to discontinue such employment or other relationship. Notwithstanding the foregoing, the preceding sentence shall not apply to recruiting, soliciting or otherwise inducing or influencing persons who at the time have already been terminated by Visa (or have received notification of such termination).

Employee agrees that a breach of this paragraph 7 by him/her may give rise to an irreparable injury to Company, which may not be adequately compensated by damages. Accordingly, in the event of a breach or threatened breach by Employee of this paragraph 7, Company shall be entitled to injunctive relief in addition to any damages to which it may be entitled.

8. In exchange for receiving the benefits set forth in paragraph 3 of this Agreement, Employee hereby assigns to the Company, or its designee, all of Employee's right, title and interest throughout the world in and to any and all inventions, original works of authorship, designs, trademarks, formulae, processes, domain names, databases (and the contents thereof), developments, concepts, know-how, improvements of trade secrets, whether or not patentable or registrable under patent, copyright, trademark or similar laws, which Employee solely or jointly conceived or developed or reduced to practice, or caused to be conceived or developed or reduced to practice, during Employee's employment with the Company, except for any invention listed on Exhibit A, if applicable, which in each case either: (i) was made by Employee prior to the commencement of Employee's employment with the Company; or (ii) qualifies fully under the provisions of California Labor Code Section 2870 (a copy of which is attached hereto as Exhibit B and which Employee acknowledges receiving together with this Agreement). Unless Employee has completed, signed and returned Exhibit A together with this Agreement, Employee acknowledge and agrees that Employee does not have any inventions which were made by Employee prior to the commencement of Employee's employment with the Company or qualifies fully under the provisions of California Labor Code Section 2870. Upon request by the Company, Employee agrees to execute any and all applications, assignments or other instruments that the Company deems necessary to evidence the foregoing assignment or to apply for and obtain patents or trademark or copyright registrations in the United States or any foreign country or otherwise to protect the Company's interest therein (without additional compensation to Employee). Furthermore, Employee hereby appoints each of the Company's managers, acting severally, as Employee's attorney-in-fact to execute such documents on Employee's behalf.

9. Employee agrees to cooperate with Company in regard to the transition of business matters handled by Employee on behalf of the Company. Employee agrees to reasonably cooperate with the Company and its counsel in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate in any way to events or occurrences that transpired while Employee was employed by the Company. Employee's cooperation in connection with such claims or actions will include, but not be limited to, being available to meet with Company counsel to prepare for discovery or any legal proceeding, and to act as a witness on behalf of the Company at mutually convenient times. The Company will reimburse Employee for all reasonable, pre-approved out-of-pocket costs and expenses (but not including attorney's fees and costs, or compensation for time) that Employee incurs in connection with Employee's obligations under this paragraph of the Agreement.

10. Employee hereby confirms that he/she has returned to the Company all of the Company's property, including records, vendor/client lists, other lists, data, notes, reports, proposals, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property or other non-public information, or copies or reproductions of any of the aforementioned items, electronic devices (including, but not limited to, any laptop computer, blackberry or similar device, or cellphone), or other documents or property which, in each case, Employee obtained, received or produced in connection with his/her employment with the Company or that was within Employee's possession and control.

REMINDER: EMPLOYEE MAY NOT SIGN THIS AGREEMENT BEFORE THE TERMINATION DATE.

Howard De Bow
07217
12285

Howard De Bow

Visa Inc.

By: [Signature]
Name: _____
Title: _____

Dated 5-2-08, 2008

Dated May 2, 2008

EXHIBIT A

LIST OF INVENTIONS MADE PRIOR TO COMMENCEMENT OF EMPLOYMENT AND/OR INVENTIONS THAT QUALIFY FULLY FOR EXEMPTION FROM ASSIGNMENT UNDER SECTION 2870 OF THE CALIFORNIA LABOR CODE

Title	Date	Identifying Number or Brief Description
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___ Additional Sheets Attached

If Employee has listed any inventions on this Exhibit A, please sign and date below.

Signature of Employee: _____

Print Name of Employee: _____

Date: _____