

## PATENT ASSIGNMENT

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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>Bruce Lefco</td> <td>12/19/2006</td> </tr> <tr> <td>James Brindley</td> <td>12/19/2006</td> </tr> </tbody> </table>		Name	Execution Date	Bruce Lefco	12/19/2006	James Brindley	12/19/2006						
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Health Payment Systems, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>411 E. Wisconsin Avenue</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 1250</td> </tr> <tr> <td>City:</td> <td>Milwaukee</td> </tr> <tr> <td>State/Country:</td> <td>WISCONSIN</td> </tr> <tr> <td>Postal Code:</td> <td>53202-4409</td> </tr> </table>		Name:	Health Payment Systems, Inc.	Street Address:	411 E. Wisconsin Avenue	Internal Address:	Suite 1250	City:	Milwaukee	State/Country:	WISCONSIN	Postal Code:	53202-4409
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CORRESPONDENCE DATA													
<p>Fax Number: (414)297-4900          Phone: 414-271-2400          Email: PTOMailMilwaukee@foley.com, csimpson@foley.com  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: DAVID G LUETTGEN          Address Line 1: 777 EAST WISCONSIN AVENUE          Address Line 2: FOLEY &amp; LARDNER LLP          Address Line 4: MILWAUKEE, WISCONSIN 53202-5306</p>													
ATTORNEY DOCKET NUMBER:	072217-0116												
NAME OF SUBMITTER:	David G. Luetgen												
<p>Total Attachments: 4          source=Assignment#page1.tif          source=Assignment#page2.tif          source=Assignment#page3.tif          source=Assignment#page4.tif</p>													

OP \$40.00 13465972

**ASSIGNMENT - WORLDWIDE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Health Payment Systems, Inc.  
411 E. Wisconsin Avenue, Suite 1250  
Milwaukee, Wisconsin 53202-4409

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

**SYSTEM AND METHOD FOR MANAGING PAYMENT FOR HEALTH CARE SERVICES**

as set forth in this United States Patent Application

*check one*     [ X ] executed concurrently herewith,  
                   [ ] executed on \_\_\_\_\_,  
                   [ ] Serial No. \_\_\_\_\_ Filed

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

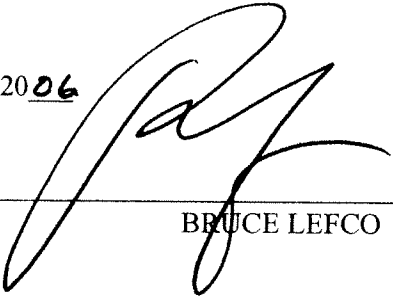
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

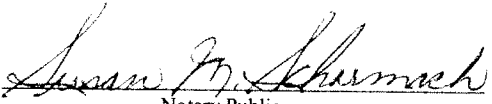
ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 19<sup>th</sup> day of December, 2006

  
\_\_\_\_\_  
BRUCE LEFCO

State of Wisconsin )  
County of Milwaukee )ss.

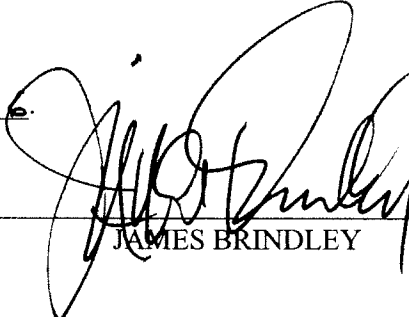
On this 19<sup>th</sup> day of December, 2006, before me, a notary public in and for said county, appeared BRUCE LEFCO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2/24/08

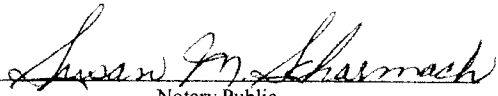
(Seal)

Executed this 19<sup>th</sup> day of December, 2006.

  
\_\_\_\_\_  
JAMES BRINDLEY

State of Wisconsin )  
County of Milwaukee )<sup>ss.</sup>

On this 19<sup>th</sup> day of December, 2006, before me, a notary public in and for said county, appeared JAMES BRINDLEY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2/24/08

(Seal)