

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Walker Digital Corporation	11/24/1999
RECEIVING PARTY DATA	
Name:	Walker Digital, LLC
Street Address:	Two High Ridge Park
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06905
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12592220
CORRESPONDENCE DATA	
Fax Number:	(203)461-7300
Email:	gvenuto@walkerdigital.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:	Walker Digital Management, LLC
Address Line 1:	Two High Ridge Park
Address Line 4:	Stamford, CONNECTICUT 06905
ATTORNEY DOCKET NUMBER:	98-113-4-C1
NAME OF SUBMITTER:	Gregory Venuto
Total Attachments: 8 source=98-113-4-C1_ASN2_07-11-12#page1.tif source=98-113-4-C1_ASN2_07-11-12#page2.tif source=98-113-4-C1_ASN2_07-11-12#page3.tif source=98-113-4-C1_ASN2_07-11-12#page4.tif source=98-113-4-C1_ASN2_07-11-12#page5.tif source=98-113-4-C1_ASN2_07-11-12#page6.tif source=98-113-4-C1_ASN2_07-11-12#page7.tif source=98-113-4-C1_ASN2_07-11-12#page8.tif	

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**COPY**

MASTER PATENT ASSIGNMENT

WHEREAS, Walker Digital Corporation, a Connecticut corporation having offices at One High Ridge Park, Stamford, Connecticut 06905 (hereinafter "WD") owns all rights, title; and interest in and to the inventions which form the subject matter of the issued patents and the patent applications identified in Schedule I attached hereto (all of said inventions, patents, patent applications, and any patents, certificates of invention or similar rights issuing from said patent applications hereinafter being collectively referred to as "WD Patent Rights", and the WD Patent Rights and all divisional, continuation, continuation-in-part, renewal, reissue, extension or other United States or foreign patent applications or rights based upon the WD Patent Rights, and any patents issuing from any of said divisional, continuation, continuation-in-part, renewal, reexamination, reissue, extension or other United States or foreign patent applications or rights based upon the WD Patent Rights being collectively referred to as "WD United States and Foreign Patent Rights");

WHEREAS, WD is the general partner in Walker Asset Management, a Connecticut limited partnership ("WHAM");

WHEREAS, WHAM owns all rights, title and interest in and to the inventions which form the subject matter of the issued patents and patent applications identified in Schedule II attached hereto (all of said inventions, patents, patent applications, and any patents, certificates of invention or similar rights issuing from said patent applications hereinafter being collectively referred to as "WHAM Patent Rights", and the WHAM Patent Rights and all divisional, continuation, continuation-in-part, renewal, reissue, extension or other United States or foreign patent applications or rights based upon the WHAM Patent Rights, and any patents issuing from any of said divisional, continuation, continuation-in-part, renewal, reexamination, reissue, extension or other United States or foreign patent applications or rights based upon the WHAM Patent Rights being collectively referred to as "WHAM United States and Foreign Patents Rights");

WHEREAS, the Jay S. Walker Irrevocable Credit Shelter Trust dated July 30, 1994 (hereinafter, the "Trust") is a limited partner in WHAM;

WHEREAS, concurrently herewith WD, WHAM and the Trust have entered into a Plan of Reorganization ("Plan of Reorganization") pursuant to which the Trust has contributed to WD the limited partnership interest of the Trust in WHAM so that WD becomes the sole owner of all assets of WHAM;

WHEREAS, WHAM wishes to confirm in WD ownership of all of the WHAM United States and Foreign Patent Rights;

WHEREAS, Walker Digital, LLC, a Delaware limited liability company having offices at One High Ridge Park, Stamford, Connecticut 06905 (hereinafter "ASSIGNEE") desires to acquire all of the rights, title, and interest in and to the WD United States and Foreign Patent Rights and the WHAM United States and Foreign Patent Rights (collectively hereinafter the "United States and Foreign Patent Rights");

WHEREAS, WD, WHAM, and ASSIGNEE are all and continue to be under common ownership and control since their respective inception;

WHEREAS, WD desires to assign and transfer the United States and Foreign Patent Rights to ASSIGNEE as a contribution to the capital of ASSIGNEE.

NOW, THEREFORE, WD, WHAM and ASSIGNEE, intending to be legally bound, and for good and valuable consideration agree as follows:

1. WHAM, acting through WD as general partner of WHAM, hereby confirms ownership by WD in, and does hereby assign and transfer to WD, all of its rights, title and interest in and throughout the United States, its territories and throughout the rest of the world in and to the WHAM United States and Foreign Patent Rights, including all causes of action, claims, demands and any other rights with respect to all past and ongoing acts of infringement of the WHAM United States and Foreign Patent Rights and to retain all revenues received from others for such acts of infringement of the WHAM United States and Foreign Patent Rights.

2. WD acknowledges its assignment, and transfer, and does hereby assign and transfer, to ASSIGNEE, all of its rights, title and interest in and throughout the United States, its territories and throughout the rest of the world, in and to the United States and Foreign Patent Rights, including all causes of action, claims, demands and any other rights with respect to all past and ongoing acts of infringement of the United States and Foreign Patent Rights and to retain all revenues received from others for such acts of infringement of the United States and Foreign Patent Rights.

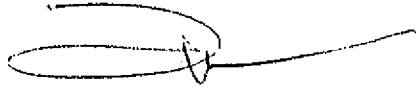
3. WD hereby authorizes and requests the appropriate officers in the United States Patent and Trademark Office and in foreign Patent Offices, as appropriate, to issue to ASSIGNEE any and all patents, certificates of invention and similar rights that may be granted upon applications forming a part of the United States and Foreign Patent Rights, and to index this MASTER PATENT ASSIGNMENT against any and all of such patents, certificates of invention or similar rights, and any and all applications therefor, forming a part of the United States and Foreign Patent Rights.

4. WD further agrees for itself, its successors, assigns, and its legally bound predecessors to execute, without further consideration, any further legal documents, any further assignments, and any releases, reissues, renewals or other applications for patents and patent applications that may be necessary to complete the assignment of WD's interest aforesaid in and to the United States and Foreign Patent Rights. In the event of a conflict or inconsistency between the terms and conditions of this MASTER PATENT ASSIGNMENT and the terms and conditions of any such legal document, assignment, release, reissue, renewal, extension or other application, and unless otherwise agreed in writing, the terms and conditions of this MASTER PATENT ASSIGNMENT shall be controlling.

5. All transfers of rights provided for under this MASTER PATENT ASSIGNMENT shall be deemed effective as of the 24th day of November, 1999.

IN WITNESS WHEREOF, I hereunto affix my hand this 24th day of November,
1999.

WALKER DIGITAL CORPORATION, for itself and for
Walker Asset Management as general partner of Walker
Asset Management



By: _____

Name: Jay S. Walker

Title: Chairman

STATE OF Connecticut :
COUNTY OF Fairfield : ss.:
:

Before me personally appeared said Jay S Walker and acknowledged that he is the
Chairman of Walker Digital Corporation, that he has the authority to
execute this MASTER PATENT ASSIGNMENT on behalf of Walker Digital Corporation, and
has acknowledged the foregoing instrument to be his free act and deed this 24th day of
November, 1999 on behalf of Walker Digital Corporation.

Margaret M. Kessler (Seal)
Notary Public

My Commission expires:

December 31, 1999

IN WITNESS WHEREOF, I hereunto affix my hand this 24th day of November,

WALKER DIGITAL, LLC

By: _____

Name: Jay S. Walker

Title: Chairman

STATE OF *Connecticut* :
COUNTY OF *Fairfield* : SS.:

Before me personally appeared said Jay S Walker and acknowledged that he is the Chairman of Walker Digital, LLC, that he has the authority to execute this MASTER PATENT ASSIGNMENT on behalf of Walker Digital, LLC, and has acknowledged the foregoing instrument to be his free act and deed this 24th day of November, 1999 on behalf of Walker Digital, LLC.

Christopher Kanner (Seal)
Notary Public

My Commission expires:

December 31, 1999

Schedule I

U.S. Pending and Granted Patents of Walker Digital Corporation

File No.	Formal Title	Appl. No.	File Date	Patent No.	Issue Date
98-059	METHOD AND APPARATUS FOR MAINTAINING A CUSTOMER DATABASE USING LICENSE PLATE SCANNING	09/166339	05-Oct-1998		
98-048	METHOD AND APPARATUS FOR DEFINING ROUTING OF CUSTOMERS BETWEEN MERCHANTS	09/166405	05-Oct-1998		
98-043	METHOD AND APPARATUS FOR DETERMINING A PROGRESSIVE DISCOUNT FOR A CUSTOMER BASED ON THE FREQUENCY OF THE CUSTOMER'S TRANSACTIONS	09/166267	05-Oct-1998		
98-042	METHOD AND APPARATUS FOR PROVIDING A DISCOUNT TO A CUSTOMER THAT PARTICIPATES IN TRANSACTIONS AT A PLURALITY OF MERCHANTS	09/166367	05-Oct-1998		
96-112-1	SYSTEM AND METHOD FOR GENERATING AND EXECUTING INSURANCE POLICIES FOR GAMBLING LOSSES	09/168398	06-Oct-1998		
98-028	SYSTEM AND METHOD FOR AUTOMATICALLY INITIATING GAME PLAY ON AN ELECTRONIC GAMING DEVICE	09/218258	22-Dec-1998		
98-026	METHOD AND APPARATUS FOR PROCESSING A DOCUMENT	09/218257	22-Dec-1998		
98-038	METHOD AND APPARATUS FOR VENDING PRODUCTS	09/218085	22-Dec-1998		
98-054	SYSTEM AND METHOD FOR PROVIDING A RESTAURANT MENU DYNAMICALLY GENERATED BASED ON REVENUE MANAGEMENT INFORMATION	09/219220	23-Dec-1998		
98-109	METHOD AND APPARATUS FOR FACILITATING ELECTRONIC COMMERCE THROUGH PROVIDING CROSS-BENEFITS DURING A TRANSACTION	09/219267	23-Dec-1998		
98-110	METHOD AND APPARATUS FOR DETERMINING A SUBSCRIPTION TO A PRODUCT IN A RETAIL ENVIRONMENT	09/221457	28-Dec-1998		
98-086	APPARATUS AND METHOD FOR A FLEXIBLE-PRODUCT VOUCHER	09/221104	28-Dec-1998		

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<i>File No.</i>	<i>Formal Title</i>	<i>Appl. No.</i>	<i>File Date</i>	<i>Patent No. Issue Date</i>
98-057	INTERNET SURVEILLANCE SYSTEM AND METHOD	09/221250	28-Dec-1998	
98-112	PRE-SALE DATA BROADCAST SYSTEM AND METHOD	09/221099	28-Dec-1998	
98-047	METHOD AND APPARATUS FOR REMOTE ORDER AND PICKUP	09/222381	29-Dec-1998	
98-073	METHOD AND APPARATUS FOR A PROGRESSIVE JACKPOT DETERMINANT	09/223158	30-Dec-1998	
98-055	SERVICE SHOP (CERTIFICATION SYSTEM	09/223487	30-Dec-1998	
98-023	DEVICE AND METHOD FOR PROMOTING THE SELECTION AND USE OF A CREDIT CARD	09/223164	30-Dec-1998	
98-111	ELECTRONIC AMUSEMENT DEVICE AND METHOD FOR PROVIDING PAYOUTS BASED ON THE ACTIVITY OF OTHER DEVICES	09/223902	31-Dec-1998	
98-090	SYSTEM AND METHOD FOR NEGATIVE RETROACTIVE DISCOUNTS	09/223903	31-Dec-1998	
98-084	SYSTEM AND METHOD FOR ENCOURAGING COMPETITIVE PARTICIPATION IN AN AUCTION	09/223901	31-Dec-1998	
98-078	METHOD AND APPARATUS FOR DISTRIBUTING PRODUCTS TO VEHICLE OCCUPANTS	09/224486	31-Dec-1998	
98-058	METHOD AND APPARATUS FOR PERFORMING SUPPLEMENTAL SEARCHES OVER A NETWORK	09/223899	31-Dec-1998	
98-046	MULTIPLE PARTY REWARD SYSTEM UTILIZING SINGLE ACCOUNT	09/223900	31-Dec-1998	
98-116	METHOD AND APPARATUS FOR FACILITATING THE SALE OF SUBSCRIPTIONS TO PERIODICALS	09/260437	02-Mar-1999	
98-117	SYSTEM AND METHOD FOR RESELLING A PREVIOUSLY SOLD PRODUCT	09/260439	02-Mar-1999	
98-092	SYSTEM AND METHOD FOR MAILING LIST TESTING SERVICE	09/267489	11-Mar-1999	
99-006	METHOD AND APPARATUS FOR PROVIDING CROSS-BENEFITS VIA A CENTRAL AUTHORITY	09/274281	22-Mar-1999	
99-007	METHOD AND APPARATUS FOR PROVIDING CROSS-BENEFITS BASED ON A CUSTOMER ACTIVITY [sic]	09/282747	31-Mar-1999	

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<i>File No.</i>	<i>Formal Title</i>	<i>Appl. No.</i>	<i>File Date</i>	<i>Patent No. Issue Date</i>
98-093	PATIENT CARE DELIVERY SYSTEM	09/282132	31-Mar-1999	
99-018	METHOD AND APPARATUS FOR ADMINISTERING A SURVEY VIA A TELEVISION TRANSMISSION NETWORK	09/282128	31-Mar-1999	
98-088	METHOD AND SYSTEM FOR PROVIDING TRANSACTIONAL OVERDRAFT PROTECTION	09/282337	31-Mar-1999	
98-061	PHONE STATUS MONITOR	09/282360	31-Mar-1999	
98-099	SYSTEM AND METHOD FOR OFFERING MULTIPLE PRODUCTS	09/283389	01-Apr-1999	
99-003	METHOD AND SYSTEM FOR THE PRESENTATION AND REDEMPTION OF REWARD OFFERS	09/285201	01-Apr-1999	
98-091	SYSTEM AND METHOD FOR DETERMINING A POSTING PAYMENT AMOUNT	09/285472	02-Apr-1999	
99-012	METHOD AND APPARATUS FOR PROCESSING CREDIT CARD TRANSACTIONS	09/316546	21-May-1999	
99-005	METHOD AND APPARATUS FOR PROVIDING CROSS BENEFITS AND PENALTIES	09/322351	28-May-1999	
99-013	PURCHASING SYSTEMS AND METHODS WHEREIN A BUYER TAKES POSSESSION AT A RETAILER OF A PRODUCT PURCHASED USING A COMMUNICATION NETWORK	09/337906	22-Jun-1999	
97-033X	SYSTEM AND METHOD FOR ESTABLISHING AND MANAGING SUBSCRIPTION PURCHASE AGREEMENTS INCLUDING COMMITMENTS TO PURCHASE GOODS OVER TIME AT AGREED UPON PRICES	09/340953	28-Jun-1999	
98-119	VENDING MACHINE SYSTEM AND METHOD FOR ENCOURAGING THE PURCHASE OF PROFITABLE ITEMS	09/345092	30-Jun-1999	
98-120	SETTLEMENT SYSTEMS AND METHODS WHEREIN A BUYER TAKES POSSESSION AT A RETAILER OF A PRODUCT PURCHASED USING A COMMUNICATION NETWORK	09/348566	07-Jul-1999	
99-029	METHOD AND APPARATUS FOR IDENTIFYING POTENTIAL BUYERS	09/349860	08-Jul-1999	
98-113	MULTI-TIER PRICING OF INDIVIDUAL PRODUCTS BASED ON VOLUME DISCOUNTS	09/350875	09-Jul-1999	

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<i>File No.</i>	<i>Formal Title</i>	<i>Appl. No.</i>	<i>File Date</i>	<i>Patent No.</i>	<i>Issue Date</i>
99-055	SYSTEM AND METHOD FOR PRICING A TRAVEL PRODUCT BASED ON A TRAVELER'S SPECIFIED DEGREE OF FLEXIBILITY	09/359265	22-Jul-1999		
99-004	DETERMINATION AND PRESENTATION OF PACKAGE PRICING OFFERS IN RESPONSE TO CUSTOMER INTEREST IN A PRODUCT	09/360422	23-Jul-1999		
99-014	SUPPLEMENTAL OFFERS WHEREIN A BUYER TAKES POSSESSION AT A RETAILER OF A PRIMARY PRODUCT PURCHASED THROUGH A PURCHASING SYSTEM	09/370291	09-Aug-1999		
99-036	METHOD AND SYSTEM FOR MAKING FINANCING DECISIONS ON A PRODUCT-BY-PRODUCT BASIS	09/382432	25-Aug-1999		
98-118	SYSTEMS AND METHODS FOR PROVIDING CUSTOMIZED OUTER-WRAP PRODUCT INFORMATION	09/384486	27-Aug-1999		
99-011	REDEMPTION SYSTEMS AND METHODS WHEREIN A BUYER TAKES POSSESSION AT A RETAILER OF A PRODUCT PURCHASED USING A COMMUNICATION NETWORK	09/388723	02-Sep-1999		
99-035	METHOD AND APPARATUS FOR CONDUCTING A LOTTERY TICKET TRANSACTION	09/390430	07-Sep-1999		
99-030	SYSTEMS AND METHODS TO PROVIDE A PRODUCT TO A CUSTOMER BEFORE A FINAL TRANSACTION TERM VALUE IS ESTABLISHED	09/409041	29-Sep-1999		
99-019	SYSTEM AND METHOD FOR INCREASING THE AUDIENCE FOR MEDIA PROGRAMMING	09/410267	30-Sep-1999		
99-034	SYSTEMS AND METHODS WHEREIN PAY IS PROVIDED TO A HOMEOWNER IN EXCHANGE FOR ALLOWING INFORMATION ABOUT A HOME TO BE TRANSMITTED	09/410818	01-Oct-1999		
99-015	METHODS AND APPARATUS WHEREIN A BUYER ARRANGES TO PURCHASE A FIRST PRODUCT USING A COMMUNICATION NETWORK AND SUBSEQUENTLY TAKES POSSESSION OF A SUBSTITUTE PRODUCT AT A RETAILER	09/412930	05-Oct-1999		

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