

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>Mikhail Kushevsky</td> <td>06/22/2012</td> </tr> <tr> <td>Michael Fainshtein</td> <td>06/22/2012</td> </tr> <tr> <td>Valdis Andris Martinsons</td> <td>06/22/2012</td> </tr> </tbody> </table>		Name	Execution Date	Mikhail Kushevsky	06/22/2012	Michael Fainshtein	06/22/2012	Valdis Andris Martinsons	06/22/2012				
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>XRomb Inc.</td> </tr> <tr> <td>Street Address:</td> <td>175 Hilda Avenue</td> </tr> <tr> <td>Internal Address:</td> <td>Unit 707</td> </tr> <tr> <td>City:</td> <td>Toronto</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>M2M 1V8</td> </tr> </table>		Name:	XRomb Inc.	Street Address:	175 Hilda Avenue	Internal Address:	Unit 707	City:	Toronto	State/Country:	CANADA	Postal Code:	M2M 1V8
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PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13464484</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13464484								
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CORRESPONDENCE DATA													
<p>Fax Number: (416)361-1398</p> <p>Phone: 416-364-7311</p> <p>Email: usptopairmotifications@bereskinparr.com</p> <p><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: Bereskin & Parr LLP/S.E.N.C.R.L., s.r.l.</p> <p>Address Line 1: 40 King Street West</p> <p>Address Line 2: Scotia Plaza, 40th Floor</p> <p>Address Line 4: Toronto, CANADA M5H 3Y2</p>													
ATTORNEY DOCKET NUMBER:	22268-5												
NAME OF SUBMITTER:	Bhupinder Randhawa												
<p>Total Attachments: 2</p> <p>source=22268_5_assignment#page1.tif</p> <p>source=22268_5_assignment#page2.tif</p>													

CH \$40.00 13464484

ASSIGNMENT

WHEREAS WE, **Mikhail Kushevsky, Michael Fainshtein and Valdis Andris Martinsons**, whose full post office addresses are **175 Hilda Avenue, Unit 707, Toronto, Ontario, M2M 1V8, 68 Watch Hill Road, King City, Ontario, L7B 1K1 and 11 Worthington Crescent, Toronto, Ontario, M6S 3P5**, hereinafter referred to collectively as "Assignors", have invented a:

SYSTEM AND METHOD OF LOADING A TRANSACTION CARD AND PROCESSING REPAYMENT ON A MOBILE DEVICE

(the "Invention")

for which:

United States Provisional Patent Application No. **61/602,421** was filed on **February 23, 2012**
and

United States Patent Application No. **13/464,484** was filed on **May 4, 2012**;
collectively, (the "Applications")

AND WHEREAS, **XRomb Inc.**, a Canadian corporation whose full post office address is **175 Hilda Avenue, Unit 707, Toronto, Ontario, M2M 1V8**, hereinafter referred to as "Assignee", is desirous of acquiring all right, title, and interest therein;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Assignors, effective as of the earliest filing date of the Applications, do hereby sell and assign, transfer and set over to the Assignee, all of the Assignors' right, title and interest for Canada, the United States of America, their respective territories, dependencies and possessions, and for all other countries and jurisdictions in the world, in and to the invention, including the Assignors' rights to the Applications, and all related applications and patents thereon, to be held and enjoyed by the Assignee, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this Assignment not been made;


Assignors shall without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain the Applications for the invention, and all related applications and patents thereon, in any and all countries, and to vest title thereto in the Assignee, its successors, assigns and legal representatives or nominees;

Assignors authorize and empower the Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any of the Applications, and all related applications and patents thereon, filed by the Assignors, or the Assignee, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from the Assignors.


The Commissioner of Patents & Trademarks is hereby authorized and requested to issue any Letters Patent for any of the Applications, and all related applications thereon, to the Assignee, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment and sale not been made.


If a provision of this Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Assignment, or the validity or enforceability in other jurisdictions of that or any other provision of this Assignment.

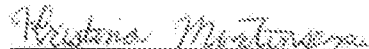
The undersigned hereby grant(s) the law firm of Bereskin & Parr LLP/S.E.N.C.R.L., s.r.l. the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

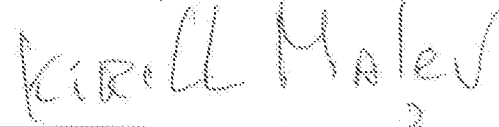

 Mikhail Kushevsky
 Date: June 22, 2012

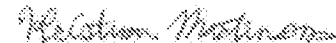

 Michael Fainshtein
 Date: June 20, 2012



 Valdis Andris Martinsons
 Date: June 22, 2012


 XRomb Inc.
 Name: VALDIS MARTINSONS
 Title: CEO
 Date: June 22, 2012


 Witness Name: Kristina Martinsons
 (Print and Sign)


 Witness Name: Kirill Malev
 (Print and Sign) June 22, 2012


 Witness Name: Kristina Martinsons
 (Print and Sign)


 Witness Name: Kristina Martinsons
 (Print and Sign)