

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Mode2 inc. (formerly known as E-Mark Systems Inc.)	09/25/2012
RECEIVING PARTY DATA	
Name:	Keiichi Nakajima
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PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7657490
Patent Number:	7448540
Patent Number:	7457782
CORRESPONDENCE DATA	
Fax Number:	5032242084
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ATTORNEY DOCKET NUMBER:	5071-0002 -0011 -0013
NAME OF SUBMITTER:	Graciela G. Cowger
Total Attachments: 3 source=3-Orig. Mode2 (Group 1) Confirmatory ASN 10-12-12#page1.tif source=3-Orig. Mode2 (Group 1) Confirmatory ASN 10-12-12#page2.tif source=3-Orig. Mode2 (Group 1) Confirmatory ASN 10-12-12#page3.tif	

OP \$120.00 7657490

### CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on this 25 day of September, 2012, Mode2 inc. (formerly known as E-Mark Systems Inc.), a Japanese corporation ("**Assignor**"), to ensure that the assignment dated June 27, 2003 and filed with the United States Patent and Trademark Office on July 9, 2003 at Reel/Frame 014249/0195 (the "**Original Assignment**"), is completed, hereby sells, assigns, and transfers to Keiichi Nakajima, residing at 35-9, Nishi-Nippori 6-chome, Arakawa-ku, Tokyo, Japan ("**Assignee**"), the full extent of all right, title, and interest in and to any and all of the following (collectively, the "**Rights**");

1. The patents, provisional patent applications and patent applications listed in the table below (individually and collectively referred to herein as the "**Patents**");
2. All inventions claimed or described in the Patents (collectively, the "**Inventions**");
3. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Patents ("**Potential Patents**");
4. All reissues, reexaminations, extensions, or registrations of the Patents or Potential Patents;
5. All non-United States patents, patent applications, and counterparts relating to any or all of the Inventions, the Patents, or Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("**Foreign Rights**"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
6. The right to claim priority rights deriving from the Patents;
7. All causes of action and remedies related to the Patents, the Inventions, Potential Patents, or Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
8. Any and all other rights and interests arising out of, in connection with, or in relation to, the Patents, the Inventions, Potential Patents, or Foreign Rights.

Patent or Application No.	Filing Date	Title of Patent and First Named Inventor
7657490	08/02/1999	Electronic settlement system, settlement device, and terminal Keiichi Nakajima
7448540	01/27/2005	Electronic settlement system, settlement apparatus and terminal Keiichi Nakajima
7457782	02/01/2006	Electronic settlement system, settlement apparatus and terminal Keiichi Nakajima

This Confirmatory Assignment of Patent Rights (the "Assignment") is made fully effective on the date of the Original Assignment, thereby confirming the Assignor(s)'s intent to transfer all of the Rights as of that date.

Assignor will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem 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 requests the respective patent office or governmental agency in each jurisdiction to issue any and all 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.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, its successors, legal representatives and assigns.

**Assignor:**

Mode2 inc. (formerly known as E-Mark Systems Inc.)

By: Tomotake Hasumi

Name: TOMOTAKE HASUMI

Title: President

(Signature MUST be attested)

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

The undersigned witnessed the signature of TOMOTAKE HASUMI to the above Confirmatory Assignment of Patent Rights on behalf of Mode2 inc. 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. TOMOTAKE HASUMI is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on September 25, 2012 to execute the above Confirmatory Assignment of Patent Rights on behalf of Mode2 inc.
3. TOMOTAKE HASUMI subscribed to the above Confirmatory Assignment of Patent Rights on behalf of Mode2 inc.

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 September 25, 2012 (date)

Y. Ando  
Print Name: YOSHIKAZU ANDO