

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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>Unique Embossing Services, Inc.</td> <td>11/30/2012</td> </tr> <tr> <td>Versatile Card Technology, Inc.</td> <td>11/30/2012</td> </tr> <tr> <td>Qualtec, Inc.</td> <td>11/30/2012</td> </tr> </tbody> </table>		Name	Execution Date	Unique Embossing Services, Inc.	11/30/2012	Versatile Card Technology, Inc.	11/30/2012	Qualtec, Inc.	11/30/2012		
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Qualtec, Inc.	11/30/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Valid USA, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>220 FencI Lane</td> </tr> <tr> <td>City:</td> <td>Hillside</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60162-2039</td> </tr> </table>		Name:	Valid USA, Inc.	Street Address:	220 FencI Lane	City:	Hillside	State/Country:	ILLINOIS	Postal Code:	60162-2039
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PROPERTY NUMBERS Total: 4											
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CORRESPONDENCE DATA											
<p>Fax Number: 3124740448 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 3124746300 Email: docket@marshallip.com Correspondent Name: Marshall, Gerstein & Borun LLP Address Line 1: 233 S. Wacker Drive Address Line 4: Chicago, ILLINOIS 60606-6357</p>											
ATTORNEY DOCKET NUMBER:	32157/G1000										
NAME OF SUBMITTER:	Jill Anderfuren										

PATENT

Total Attachments: 7

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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (this "**Patent Assignment**") is made and entered into as of November **30**, 2012 (the "**Effective Date**") by and between (i) Valid USA, Inc., a Delaware corporation ("**Purchaser**"), and (ii) Unique Embossing Services, Inc., an Illinois corporation ("**UES**"), Versatile Card Technology, Inc., an Illinois corporation ("**VCT**"), and Qualteq, Inc., a Delaware corporation ("**VCT-NJ**" and collectively with UES and VCT, "**Sellers**" and each a "**Seller**"). Sellers and Purchaser are referred to collectively herein as the "**Parties**."

RECITALS

A. **WHEREAS**, Sellers and Purchaser are parties to that certain Asset Purchase Agreement, dated as September 27, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Purchase Agreement**")

B. **WHEREAS**, the execution and delivery of this Agreement is made and delivered pursuant to Section 10.2(e) of the Purchase Agreement and subject to the terms and conditions set forth in the Purchase Agreement;

C. **WHEREAS**, UES has agreed to assign and transfer to Purchaser, and Purchaser has agreed to accept and assume from UES, all of UES's right, title and interest in, to and under the patents and patent applications set forth on Schedule 1 (the "**UES Patents**");

D. **WHEREAS**, VCT has agreed to assign and transfer to Purchaser, and Purchaser has agreed to accept and assume from VCT, all of VCT's right, title and interest in, to and under the patents and patent applications set forth on Schedule 2 (the "**VCT Patents**"); and

E. **WHEREAS**, VCT-NJ has agreed to assign and transfer to Purchaser, and Purchaser has agreed to accept and assume from VCT-NJ, all of VCT-NJ's right, title and interest in, to and under the patents and patent applications set forth on Schedule 3 (the "**VCT-NJ Patents**" and collectively with UES Patents and VCT Patents, "**Patents**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows, effective immediately:

1. Each Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby accepts from each Seller, all of each Seller's right, title and interest in, to and under the UES Patents, VCT Patents and VCT-NJ Patents, respectively, including, without limitation, (i) any United States, international and foreign counterparts or equivalents of any of the foregoing, applications or certificates of invention based upon or covering any portion of any of the foregoing, (ii) any reissues, divisionals, renewals, extensions, provisionals, continuations, continuations-in-part, reexaminations, substitutions or revisions of any of the foregoing, (iii) any other patents, applications or extensions that claim priority to or through any of the foregoing and (iv) any inventions disclosed in any of the foregoing, in each case in the United States and elsewhere and together with all (a) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements of the Patents); (b) choses in action and rights to sue, recover and collect for any past, present or future infringements of the Patents; and (c) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to the Patents.

2. Sellers grant the attorney of record the power to insert on this Patent Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document. Purchaser shall have the right to

file or record this Patent Assignment and any additional assignment documents with the United States Patent and Trademark Office and any other equivalent authority, entity or agency anywhere else in the world, and Sellers hereby authorize and request the Commissioner of Patents and Trademarks and any such equivalent authorities, entities or agencies to record Purchaser as the owner of the Patents.

3. Each Seller shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Patents as are reasonably requested by the Purchaser, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Patents to the Purchaser.

4. This Patent Assignment, including, without limitation, the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely in such state without giving effect to the conflicts of laws principles thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Patent Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

SELLERS:

UNIQUE EMBOSSING SERVICES, INC.

By: 

Name: Fred C. Caruso

Its: Chapter 11 trustee

VERSATILE CARD TECHNOLOGY, INC.

By: 

Name: Fred C. Caruso

Its: Chapter 11 trustee

QUALTEQ, INC.

By: 

Name: Fred C. Caruso

Its: Chapter 11 trustee

PURCHASER:

VALID U.S.A., Inc.

By: _____

Name: _____

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[Signature Page - Patent Assignment Agreement]

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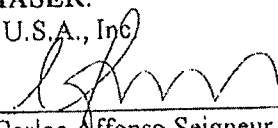
By: _____

Name: Fred C. Caruso

Its: Chapter 11 trustee

PURCHASER:

VALID U.S.A., Inc

By:  _____

Name: Carlos Alfonso Seigneur d'Albuquerque

Its: Treasurer and Secretary

Schedule 1

UES Patents

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date	Status
Method of batch embossing and product thereof	U.S.	11/440426 5/24/2006	7648063 1/19/2010	Issued

Schedule 2

VCT Patents

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date	Status
Decorative plastic card	U.S.	12/383250 3/20/2009	—	Pending
Card with pocket	EP France	06786605.3 7/10/2006	EP 1908046 6/17/2009	Issued
Card with pocket	EP Great Britain	06786605.3 7/10/2006	EP 1908046 6/17/2009	Issued
Card with pocket	U.S.	11/191,529 7/28/2005	—	Pending
Card with pocket	WIPO	PCT/US2006/0 26511 10/7/2006	—	National Phase
METHOD OF MAKING A FOIL FACED FINANCIAL TRANSACTION CARD HAVING GRAPHICS PRINTED THEREON AND CARD MADE THEREBY	WIPO	PCT/US2001/0082 94 3/15/2001		National Phase

Schedule 3

VCT-NJ Patents

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date	Status
Method of making a foil faced financial transaction card having graphics printed thereon and card made thereby	U.S.	09/526064 3/15/2000	6471128 10/29/2002	Issued
METHOD OF MAKING A FOIL FACED FINANCIAL TRANSACTION CARD HAVING GRAPHICS PRINTED THEREON AND CARD MADE THEREBY	Brazil	PI0109224 3/15/2001		Pending
METHOD OF MAKING A FOIL FACED FINANCIAL TRANSACTION CARD HAVING GRAPHICS PRINTED THEREON AND CARD MADE THEREBY	Canada	2403130 9/13/2002	2403130 6/3/2008	Granted
METHOD OF MAKING A FOIL FACED FINANCIAL TRANSACTION CARD HAVING GRAPHICS PRINTED THEREON AND CARD MADE THEREBY	EP	01918709.5 3/15/2001		Pending
METHOD OF MAKING A FOIL FACED FINANCIAL TRANSACTION CARD HAVING GRAPHICS PRINTED THEREON AND CARD MADE THEREBY	Japan	567520/2001 3/15/2001	4607414 10/15/2010	Granted
METHOD OF MAKING A FOIL FACED FINANCIAL TRANSACTION CARD HAVING GRAPHICS PRINTED THEREON AND CARD MADE THEREBY	Mexico	Pa/a/2002/0089 29 9/12/2002	234682 3/7/2006	Granted