

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2607347

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	MANUFACTURING AGREEMENT WITH PATENT OWNERSHIP PROVISION SECTION 10(A)										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>MAGNETIC TICKET &amp; LABEL CORPORATION</td> <td>09/25/2010</td> </tr> <tr> <td>PETER A PYHRR</td> <td>09/15/2010</td> </tr> </tbody> </table>		Name	Execution Date	MAGNETIC TICKET & LABEL CORPORATION	09/25/2010	PETER A PYHRR	09/15/2010				
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MAGNETIC TICKET & LABEL CORPORATION	09/25/2010										
PETER A PYHRR	09/15/2010										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>BETTER ATM SERVICES, INC.</td> </tr> <tr> <td>Street Address:</td> <td>6402 E SUPERSTITION SPRINGS BLVD. SUITE 213</td> </tr> <tr> <td>City:</td> <td>MESA</td> </tr> <tr> <td>State/Country:</td> <td>ARIZONA</td> </tr> <tr> <td>Postal Code:</td> <td>85206</td> </tr> </table>		Name:	BETTER ATM SERVICES, INC.	Street Address:	6402 E SUPERSTITION SPRINGS BLVD. SUITE 213	City:	MESA	State/Country:	ARIZONA	Postal Code:	85206
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Street Address:	6402 E SUPERSTITION SPRINGS BLVD. SUITE 213										
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State/Country:	ARIZONA										
Postal Code:	85206										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>8485447</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	8485447						
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CORRESPONDENCE DATA											
<p>Fax Number: (602)681-3339</p> <p>Phone: 602-681-3331</p> <p>Email: patents@ethertonlaw.com</p> <p><i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i></p> <p>Correspondent Name: SANDRA L ETHERTON, ETHERTON LAW GRP LLC</p> <p>Address Line 1: 2010 E UNIVERSITY DRIVE, SUITE 25</p> <p>Address Line 4: TEMPE, ARIZONA 85281</p>											
ATTORNEY DOCKET NUMBER:	531-031										
NAME OF SUBMITTER:	SANDRA L ETHERTON										
Signature:	/sle36982/										
Date:	11/07/2013										

OP \$40.00 8485447

**Total Attachments: 14**

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## EXCLUSIVE MANUFACTURING AGREEMENT

THIS EXCLUSIVE MANUFACTURING AGREEMENT ("Agreement") is dated and to be effective as of September 15, 2010 ("Effective Date"), between Magnetic Ticket & Label Corporation ("Supplier") and Better ATM Services, Inc. ("Buyer").

### RECITALS

A. Supplier is engaged in the business of manufacturing prepaid gift cards (including VISA and other debit and prepaid card issuers' cards), debit and prepaid cards, and other non-cash media, such as transit passes and event tickets (collectively, "Products") and desires to sell Products to Buyer and to third party organizations.

B. Buyer is engaged in the business of selling the Products or providing the systems that utilize the Products-for distribution through automated or mechanical systems and desires to have the Supplier provide the Products upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and intending to be legally bound, the parties do hereby agree as follows:

1. Purchase and Sale of Products. Throughout the Term of this Agreement, and subject to the terms and conditions set forth herein, the parties agree as follows:

(a) Purchase of Products. Buyer shall purchase exclusively from Supplier all of Buyer's requirements for the Products. Buyer shall use its best efforts to encourage banks and other users of the Products to purchase from the Supplier.

(b) Product Revisions. Specifications for the Products are set forth on Exhibit A attached to this Agreement. Buyer may, from time to time, modify the specifications relating to Products purchased pursuant to this Agreement (individually and collectively, a "Product Revision"). Prior to the implementation of any Product Revision, the parties must mutually agree in writing upon the details thereof, including but not limited to appropriate price adjustments to reflect changes in costs. Supplier will use commercially reasonable efforts to produce Products (or to subcontract such production) in conformance with such Product Revision within a reasonable time following the date on which the parties agree to the specifications and pricing as set forth in this Section 1(b).

(c) Rolling Forecast. Buyer agrees in good faith to develop, update and provide Supplier with a rolling 12-month forecast of Buyer's needs for the Products ("Rolling Forecast"), including but not limited to the volume and mix of Products required, and to update such Rolling Forecast as needed to maintain substantial accuracy thereof. Each Rolling Forecast, and all updates relating thereto, shall be subject to the mutual agreement of the parties.



(d) Service Requirements. Supplier shall use commercially reasonable efforts to service Buyer's requirements for the Products as reflected in each Rolling Forecast within the reasonably specified timeframes the Products throughout the Term of this Agreement.

(e) Buyer Obligations. Buyer shall use best efforts to (i) secure and maintain the highest volume of sale of Products to Buyer's customers, and (ii) cause its customers to purchase the Products from Supplier. Buyer agrees not to circumvent Supplier by directly or indirectly encouraging or authorizing its customers to purchase Products from a source other than Supplier.

2. Term. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect until December 31, 2013 ("Initial Term"). After expiration of the Initial Term, this Agreement shall be automatically renewed for successive two (2) year terms (each a "Renewal Term") unless either party in its sole discretion provides written notice of non-renewal at least three (3) months prior to the end of the Initial Term or the current Renewal Term. The Initial Term and all Renewal Terms, if any, shall constitute the "Term" of this Agreement, subject to earlier termination as provided herein.

3. Orders; Transfer of Title.

(a) Orders. Buyer shall submit orders for Products to Supplier pursuant to such terms, conditions and procedures as may be mutually and reasonably agreed upon by the parties, including procedures to be utilized for canceling or modifying any such orders after submittal. All purchase orders shall be in a form reasonably acceptable to both parties, and shall clearly indicate the amount and kind of Products desired as well as the desired delivery date. Supplier agrees to take all commercially reasonable efforts to meet Buyer's desired delivery date. Supplier shall notify Buyer: (i) as promptly as possible, but in no event more than ten days after Supplier's receipt of a firm order from Buyer as provided in this Section 3(a), or (ii) immediately upon becoming aware that Supplier is unable to supply the quantity of Products to Buyer that Supplier is required to supply hereunder, if Supplier is unable to supply such quantities of Products by the desired delivery date specified in the order. In such event, Supplier shall implement all commercially reasonable efforts to remedy such shortage. Notwithstanding anything in this Agreement to the contrary, while such shortage is continuing, Buyer may purchase Products from suppliers other than Supplier. Notwithstanding the exclusivity of Buyer purchasing Products solely from Supplier as set forth in Section 1(a) above, if Supplier fails to deliver all of the amount of Products ordered by Buyer within seventy-five (75) days of Buyer's desired delivery date, for any reason other than a Force Majeure Event, then Buyer shall have the right to purchase Products from other suppliers and may continue to do so until it has received reasonable assurances that Supplier will be able to honor future desired dates for delivery of Products.

(b) Transfer of Title to Products. Property, title and risk of loss with respect to all Products sold hereunder shall pass from Supplier to Buyer upon shipment from the Supplier (FOB Supplier).

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4. Prices; Payment Terms; Fee for Sales to Customers of Buyer; Reports; Audit Rights.

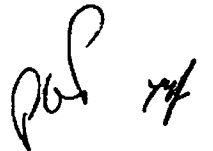
(a) Prices. Buyer shall pay to Supplier, for all Products which Buyer orders hereunder, the respective per unit prices quoted by Supplier from time to time. Unless otherwise agreed, all quoted prices are F.O.B. the loading dock of Supplier's facility. Prices charged by Supplier to Buyer will be determined by Supplier in good faith to take into account material and labor costs, research and development costs, equipment costs, anticipated volume of purchases by Buyer and industry risks. The determination of price shall be solely within the discretion of Supplier; however, Supplier will not charge Buyer a higher price for a given order than the lowest price it has charged other parties ordering similar products at a similar volume within the ninety days preceding the date Buyer placed its order.

(b) Competitive Pricing. Supplier will use commercially reasonable efforts to keep costs and pricing at a level that will allow the Products, as marketed by Buyer, to be competitive with other similar products offered by third parties that are competitive with Buyer's Products.

(c) Sales to Customers of Buyer. In connection with any sale of Products during the Term of this Agreement by Supplier to any party other than Buyer, regardless of whether or not they are customers of Buyer, Supplier shall pay to Buyer a fee equal to \$0.03 for each card sheet sold by Supplier, which shall accrue at the time that such Products are shipped to the customers or non-customers of Buyer. Accounting for such fees shall take place monthly, with payment made from Supplier to Buyer by the 15th of the following month. Any fees not paid by then shall accrue interest at a rate of twelve percent (12%) per annum.

(d) Reports. No later than 30 days after the end of each calendar quarter, Supplier shall provide a written report to Buyer detailing the number of Products sold or licensed and Intellectual Property Rights (as defined in Section 10 below) licensed by Supplier and its affiliates for the applicable reporting quarter and an accounting of the applicable fees payable to Buyer under this Section 4 and Section 10. Such report with respect to Products sold or licensed will show only net quantity, reflecting adjustment for returns of any kind to Supplier during the period reported, identifying the total number of Products sold on a customer-by-customer basis. Supplier shall furnish to Buyer, at Buyer's request, periodic forecasts, budgets, and promotional schedules for marketing and sales of the Product.

(e) Audit. During the Term of this Agreement and so long as fees are payable to Buyer under this Section 4 or under Section 10 following termination, Supplier shall maintain accurate records regarding its sale of the Product and its licensing of the Intellectual Property Rights. Upon reasonable prior written notice, Buyer shall have the right to audit these records during normal business hours. If Buyer's audit discloses an underpayment of any fees due and owing to Buyer, Supplier shall immediately pay the amount due and owing; where the underpayment was fifteen percent (15%) or more of the amount that should have been paid to Buyer, Supplier shall also reimburse Buyer for the cost of the audit.



(f) Applicability of Reporting and Audit Requirements of mutually developed Intellectual property. In such cases as where mutually developed Intellectual Property results in Buyer promoting, representing, or selling such Intellectual Property to third parties, the above paragraphs 4d and 4e (Reports / Audits) will equally include Buyer's responsibility to report equivalent information to Supplier and provide Audit access on the same terms as outlined in paragraphs 4d and 4e.

5. Warranties.

(a) Supplier's Warranties. Supplier represents and warrants to Buyer that:

(i) Title to Products provided by Supplier under this Agreement shall be free and clear of liens, encumbrances, security interests and other claims;

(ii) Products manufactured by Supplier under this Agreement will materially conform to the written specifications set forth in Exhibit A as such specifications may change by written agreement between the parties;

(iii) Supplier will, to the extent permitted, pass on to Buyer any vendor warranties for Materials (such as: PVC substrate material, polyester substrate material, signature panels, holograms, magnetic slurry, and similar components provided by vendors to Supplier) purchased.

(b) DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER SUPPLIER NOR ANY OF ITS DIRECT OR INDIRECT SUBSIDIARIES OR AFFILIATED ENTITIES MAKES ANY, AND HEREBY DISCLAIMS ALL, OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

(c) Additional Representations and Warranties. Each party represents and warrants to the other party as follows: (i) that it has full power, authority and capacity to enter into this Agreement and to perform all its obligations hereunder, and (ii) that it is not bound by any other agreement, arrangement, judgment or order which would be violated as a result of its entering into this Agreement or performing any of its obligations hereunder.

(d) Remedy on Breach of Warranties. Upon any failure of a Product to comply with the warranty set forth in Section 5(a)(ii), Supplier's sole obligation, and Buyer's sole remedy, is for Supplier, at its option, to promptly repair or replace such Product and return it to Buyer freight pre-paid.

6. Indemnities.

(a) By Buyer. Buyer shall indemnify, defend and hold harmless Supplier and its parent company, and each of their subsidiaries and affiliated entities, and the officers, directors, employees, agents, representatives, successors and assigns of each of them, from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, costs, fees and expenses (including, without limitation, reasonable attorneys' fees and expenses).

in law or equity, to the extent arising out of or relating to (i) any breach by Buyer of its representations, warranties, covenants or obligations set forth in this Agreement, (ii) the handling of Products after title to such Products has passed to Buyer pursuant to the terms of this Agreement, (iii) the distribution, sale, advertisement, storage or transportation of Product, or (iv) any Intellectual Property or trade marks or service marks of Buyer or any third party placed on or used in connection with the Products (including but not limited to any claims of infringement relating thereto). Such indemnification obligations shall survive the expiration or termination of this Agreement.

(b) By Supplier. Supplier shall indemnify, defend and hold harmless Buyer and its parent company, and each of their subsidiaries and affiliated entities, and the officers, directors, employees, agents, representatives, successors and assigns of each of them, from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, costs, fees and expenses (including, without limitation, reasonable attorneys' fees and expenses), in law or equity, to the extent arising out of or relating to (i) any breach by Supplier of its representations, warranties, covenants or obligations set forth in this Agreement, or (ii) any intellectual property of Supplier placed on or used in connection with the Products (including but not limited to any claims of infringement relating thereto). Such indemnification obligations shall survive the expiration or termination of this Agreement.

7. Limitation of Liability. IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR REVENUES, LOST BUSINESS OR BUSINESS INTERRUPTIONS, ARISING IN ANY MANNER IN CONNECTION WITH THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL SUPPLIER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY THEORY OF LAW EXCEED THE AMOUNTS RECEIVED BY IT PURSUANT TO THIS AGREEMENT FOR THE SALE OF THE PRODUCTS.

8. Force Majeure. In the event a party is prevented from performing any of its obligations under this Agreement by circumstances beyond its reasonable control, including without limitation, fire, explosion, flood, drought, act of God, closure of borders, riots, sabotage, embargo, terrorism, war or other hostilities, domestic or foreign governmental acts, orders or regulations, accident, equipment failure, inability in obtaining supplies, or labor dispute including a strike or lockout (each a "Force Majeure Event"), such party's obligations shall be suspended, without liability to the other party, to the extent of such inability to perform; provided, however that a party shall not be relieved of its obligation to make payments as and when due. Such affected party shall give written notice to the other party of the occurrence of a Force Majeure Event as soon as commercially practicable. If Supplier is unable to arrange to supply Buyer's requirements for Products due to a Force Majeure Event, then Buyer shall have the right to purchase Products elsewhere, but only to the extent and for the period of time of such inability due to the Force Majeure Event.

9. Confidentiality. Supplier and Buyer each agree that all confidential information provided by either party to the other, including without limitation, information concerning processing methods, business and technology plans, distribution strategies, sales, costs, pricing,

marketing, suppliers and research and development (collectively, "Confidential Information") will be used by the receiving party and its employees and any agents assigned to this project solely for the purposes contemplated by this Agreement. All such Confidential Information received will be kept strictly confidential and shall not, without the providing party's prior written consent, be disclosed by the receiving party in any manner whatsoever, in whole or in part. Information that (a) is already in the public domain or known by the receiving party at the time of disclosure by the providing party, (b) subsequently becomes available to the public or known by the receiving party without any breach of this Section 9, (c) is independently developed by the receiving party without use of the Confidential Information, or (d) is otherwise permitted to be disclosed pursuant to the terms of this Agreement, shall not be considered to be Confidential Information. Each party will take the reasonable precautions it takes to protect its own Confidential Information, to prevent any disclosure of the other's Confidential Information in violation of this Section 9. Notwithstanding anything to the contrary in the foregoing, it is understood that a receiving party shall be allowed to disclose such Confidential Information as is required to comply with applicable laws or regulations, or with a court or administrative order, provided that the providing party receives prior written notice of such disclosure.

**10. Product Design and Process Technology.**

For the purposes of this Section 10: (i) the terms "Supplier" and "Buyer" include any employees, agents or third parties working on behalf of or at the direction of Supplier or Buyer, respectively. (ii) the term "Intellectual Property Rights" includes all discoveries, inventions, technical information, procedures, manufacturing or other processes, software, firmware, technology, know-how, works of authorship, trade secrets, Patent Rights, and other forms of intellectual property and industrial rights, but specifically excludes those rights set forth on Appendix 10(ii), and (iii) the term "Patent Rights" means rights in information or discoveries covered in any patents and/or patent applications, whether domestic or foreign, and any patent application(s) claiming the benefit of priority thereof including all divisions and continuations of these applications, all patents issuing from such applications, divisions and continuations, and any reissues, reexaminations, and extensions of all such patents, but specifically excludes those rights set forth on Appendix 10(iii).

(a) Intellectual Property; Patents. Supplier and Buyer shall jointly and equally own all Intellectual Property Rights in and to all designs and inventions developed jointly or collaboratively by Supplier and Buyer. Without limitation to the foregoing, it is specifically agreed that Patent Rights resulting from the efforts of Supplier or Buyer during the Term of this Agreement shall be jointly and equally owned by the Supplier and Buyer, to the extent such Patent Rights include both of the following two elements in any of the patent claims: (a) ATM card design elements or manufacturing process, and (b) cards used in connection with "Cash Handling Mechanisms" such as automatic teller-machines (ATMs) and similar devices.

(b) Licensing and Royalties. The parties will keep each other informed of all requests by third parties to commercialize, utilize and exploit jointly owned Intellectual Property Rights. Notwithstanding the above, neither party has any right to license any jointly owned Intellectual Property Rights without the express written permission of the other party, which will not be unreasonably withheld. All licenses with respect to any jointly owned Intellectual Property

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Rights will be made jointly in the name of and executed by both parties and Supplier and Buyer shall share in the proceeds of the licenses equally. With respect to jointly owned Patent Rights, royalties shall be charged to third party suppliers and other users. A minimum royalty of \$0.04 (4 cents) per card shall be charged, with \$0.02 (2 cents) per card payable to each Supplier and Buyer. Royalties may be increased or decreased for all or any patent licenses upon the mutual written consent of both Supplier and Buyer but regardless of the increases or decreases in pricing all royalties shall be split equally. The parties will cooperate in the administration, reporting, and accounting for licenses of jointly owned Intellectual Property Rights. The rights and obligations of the parties under this Section 10(b) shall survive termination of this Agreement.

(c) Prosecution and Enforcement. The parties will cooperate to protect all jointly owned Intellectual Property Rights and in the preparation, filing, prosecution and maintenance of jointly owned Patent Rights. Unless otherwise agreed in writing, the costs for doing so will be equally shared. The parties will each use their best efforts to assure that inventors fully cooperate in the preparation, filing, prosecution and maintenance of jointly owned Patent Rights. The parties will cooperate in the enforcement of all jointly owned Intellectual Property Rights (including actions to enjoin and recover damages from infringement) with costs of enforcement to be borne as the parties shall mutually agree. The parties will cooperate and take such further reasonable actions and execute such additional agreements and instruments as shall be reasonably necessary to accomplish the intentions of the parties expressed in this Section 10. If either party elects not to prosecute, or to continue prosecuting, any claim, suit, action or proceeding related to the preparation, filing, prosecution, maintenance or enforcement of any of the Patent Rights, the party electing not to prosecute shall give prompt notice thereof to the other party, and if the other party elects to prosecute, or continue prosecuting, such claim, suit, action or proceeding, at its own expense, then the party electing to prosecute shall be entitled to retain any damages recovered as a result (with no duty to share or apportion such amounts with the party which elected not to prosecute).

11. Termination Due To Breach. Each party shall have the right to terminate this Agreement upon written notice to the other party in any of the following events: (i) the other party fails to make any payment as and when due hereunder, and such failure has not been cured within thirty (30) days of receiving written notice from the non-defaulting party describing such failure with reasonable specificity, and/or (ii) the other party fails to comply with any of its material representations, warranties, covenants or obligations set forth in this Agreement, and such failure has not been cured within thirty (30) days of receiving written notice from the non-defaulting party describing such failure with reasonable specificity. Termination of this Agreement shall not release either party from any obligation accrued prior to the date of such termination or from any obligations continuing beyond the termination of this Agreement.

12. Relationship of Parties. Each party hereby acknowledges and agrees that (a) it is independent and not an agent or representative of the other party, and (b) it is not authorized to assume or create any obligation or responsibility on behalf of the other party, including but not limited to obligations based on representations, warranties or guarantees. The parties do not intend by this Agreement to form a partnership, joint venture, or other business enterprise or to create any fiduciary duties of one party to the other. Neither party, nor any of its employees, agents or representatives, shall misrepresent its status or authority.

13. Assignment; Binding Effect: Both Supplier and Buyer and their successors and assigns have the right to transfer this Agreement or its rights or obligations at any time in whole or in part. Subject to the foregoing, this Agreement shall benefit and be binding upon each of the parties and their respective successors and permitted assigns.

14. Samples. Unless agreed otherwise by both parties, no later than thirty days following the execution of this Agreement, Supplier will provide to Buyer sample Products in quantities no greater than 2,500 cards in the aggregate at no charge to the Buyer and also will provide Products to be used for field testing, in no more than three (3) designs, in quantities no greater than 25,000 cards in the aggregate, at a cost of \$1.00 per card.

15. Miscellaneous.

(a) APPLICABLE LAWS; VENUE. THIS AGREEMENT, AND ALL CLAIMS AND CONTROVERSIES ARISING HEREUNDER, INCLUDING CLAIMS FOR BREACH OF CONTRACT AND RELATED CAUSES OF ACTION, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. ANY ACTION BROUGHT TO ENFORCE OR INTERPRET ANY PROVISION OF THIS AGREEMENT SHALL BE BROUGHT IN A COURT IN DALLAS COUNTY, TEXAS.

(b) No Waiver; Remedies Cumulative. No delay or omission by either party in exercising any right or power hereunder will impair such right or power or be construed to be a waiver thereof. A waiver by either party of any provision hereof or of any breach hereunder must be in a writing signed by the waiving party and will not be construed to be a waiver of any prior or subsequent breach of such provision or of any other provisions herein contained. Except as otherwise provided in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

(c) Entire Agreement; Amendments. This Agreement, including the Exhibits and Appendices hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all previous agreements and understandings relating to such subject matter, whether oral or written. Except as otherwise provided elsewhere herein, this Agreement may not be amended, supplemented or modified in any respect without further written agreement of both parties, signed by their respective authorized representatives. Form language in either party's forms (such as purchase orders, bills of lading and the like), regardless of whether signed by a representative of the other party, shall not amend, modify or supersede the terms and conditions of this Agreement, it being specifically understood and agreed that all purchases of Products shall be governed exclusively by the terms and conditions of this Agreement.

(d) Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, any other provision in this Agreement shall be construed as if such invalid, illegal or unenforceable

provision had never been contained herein. Such invalid, illegal or unenforceable provisions shall be given effect to the maximum extent permitted by law.

(e) Survival. The obligations of the parties contained in Sections 4(d), 4(e), 4(f), 6, 7, 9, 10 and 15 shall survive the expiration or termination of this Agreement.

(f) Notices. All notices required by this Agreement shall be in writing and shall be deemed served as of the date received, and shall be personally delivered or sent either by registered or certified mail, return receipt requested, or by nationally recognized overnight courier, addressed to the parties at the following addresses:

**If to Supplier:**

Magnetic Ticket & Label Corporation  
8719 Diplomacy Row  
Dallas, TX 75247  
Attention: Peter A. Pyhrr, President  
Telephone: (214) 634-8600; Facsimile: (214) 634-1562

**If to Buyer:**

Better ATM Services, Inc.  
6402 E. Superstition Springs Blvd., Suite 213  
Mesa, Arizona 85206  
Attention: Todd Nuttall, CEO  
Telephone: (480) 296-2033; Facsimile (480) 346-0200


Either party hereto may from time to time change its address for notification purposes by giving the other prior written notice of the new address and the date upon which it will become effective.

(g) Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts (including via facsimile or portable document format (pdf)) for the convenience of the parties hereto, all of which together will constitute one and the same instrument. A facsimile signature shall have the same force and effect as an original signature.

(h) Headings; Construction. The headings contained herein are for convenience of reference only and shall not be deemed to limit or affect the subject matter contained herein. The parties have jointly prepared this Agreement and the terms hereof shall not be construed in favor or against any party on account of its participation in such preparation. As used in this Agreement, the singular form shall include the plural, and vice versa, when the context so requires.

(i) Compliance With Laws. Each party shall comply with all federal, state and local laws, rules and regulations that apply to its performance hereunder.


(j) Attorneys' Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement or either party's performance under this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' and experts' fees and expenses.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and duly authorized officers as of the date first set forth above.

SUPPLIER

MAGNETIC TICKET & LABEL  
CORPORATION,

By: \_\_\_\_\_

Name: Peter A. Pyhrr  
Title: President

BUYER

BETTER ATM SERVICES, INC.,

By: \_\_\_\_\_

Name: Todd L. Nuttall  
Title: Chief Executive Officer

**EXHIBIT A**

**PRODUCT SPECIFICATIONS**

1. General: Prepaid open and closed loop cash and gift cards dispensed from an Automatic-Teller Machine (ATM).
  - a. Card and ATM system described in Better ATM Services Inc. Confidential Private Placement Memorandum dated July 7, 2010.
  - b. Card specifications may vary depending on individual customer requirements.
2. Card Specifications: Cards may include the following specifications:
  - a. Material (7-14 mil)
    - paper
    - plastic (polycster, PVC, other)
  - b. Magnetic stripe
  - c. Hologram
  - d. Personalization (magnetic encoding, numbering, bar code)
  - e. Printing:
    - Front and back
    - Number of colors: determined by customer
  - f. Size: Fit cash drawer in an ATM machine
    - Currency size
    - Current sample size: 3 1/8 x 6 3/16 inches
  - g. Signature panel
  - h. Other specifications as determined by Better ATM Services Inc. or specific customers

   
PATENT

REEL: 031598 FRAME: 0986

# APPENDIX 10ii and 10iii

## BETTER ATM ATM INTELLECTUAL PROPERTY

### Patents

**United States Patent** [19]  
**Behrmann et al.**

[11] **Patent Number:** 6,006,988  
 [45] **Date of Patent:** Dec. 28, 1999

[54] **NON-CASH MEDIA CARD AND PROCESS OF DISPENSING FROM AUTOMATED TELLER**

[76] **Inventors:** Bry E. Behrmann, 217 Griswold, Phoenix, Ariz. 85021; Douglas S. Oberan, 4819 W. Royal Palm Rd., Glendale, Ariz. 85302; Stephen Lloyd Oberan, 5371 Fox Ct. S., Salem, Oreg. 97306

5,092,445	3/1992	Kozima	194/206
5,243,174	9/1993	Vereenman et al.	235/381
5,308,120	5/1994	Thompson	283/51
5,408,417	4/1995	Wider	235/381
5,440,108	8/1995	Tran et al.	235/381
5,450,938	9/1995	Rademacher	194/206
5,464,087	11/1995	Bownds et al.	194/200
5,477,037	12/1995	Berger	235/379
5,479,003	12/1995	Yamada	235/475
5,678,937	10/1997	Smith	235/379

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[52] **U.S. Cl.:** 235/379; 235/380; 235/381; 283/51

[58] **Field of Search:** 235/375, 379, 235/380, 381, 487; 902/13, 14; 283/51, 58, 59, 117

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#### **[57] ABSTRACT**

A non-cash media card which is dispensable through automated teller machines (ATM's) and a process for dispensing a non-cash media card from an automated teller machine, by which a non-cash media card is dispensed through the same mechanism as cash is dispensed. The non-cash media card can have separable portions, or be redeemable for goods or services, or may allow the bearer entry to an event or a location. One version of this type of card has a removable portion which is credit card size and can contain memory storage media. Information on the memory storage media can be later read, modified, and have its value reduced or augmented by subsequent uses.

**25 Claims, 2 Drawing Sheets**

All pending patent applications filed by Better ATM as listed below –

US11/776,382 PCT/US20080179386	ATM dispensable non-cash media sheet with separable folding card and process of dispensing from automated teller
US12/686,096 Patent App # - 20100191605 PCT/US2010/020765.	Method for Managing Prepaid Account Linkages.

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**Know How**

Consists of knowledge to integrate Third Party hardware, ATM functionality, prepaid card activation process, and interfaces between and among these items to present the offering to the consumer using the technology of the ATM, read two dimensional bar codes on prepaid media, activate the prepaid offering, validate the offering, and reverse the transactions in the event of an issue or failure.

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