

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTELISPEND PREPAID SOLUTIONS, LLC	11/12/2013
RECEIVING PARTY DATA	
Name:	BLACKHAWK NETWORK, INC.
Street Address:	5918 STONERIDGE MALL ROAD
City:	PLEASANTON
State/Country:	CALIFORNIA
Postal Code:	94588
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13916651
Patent Number:	8464938
Application Number:	61781667
CORRESPONDENCE DATA	
Fax Number:	(972)731-2289
Phone:	9727312288
Email:	dallaspatents@dfw.conleyrose.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	JERRY C. HARRIS, JR.
Address Line 1:	5601 GRANITE PARKWAY, SUITE 500
Address Line 4:	PLANO, TEXAS 75024
ATTORNEY DOCKET NUMBER:	4001-00000
NAME OF SUBMITTER:	JERRY C. HARRIS, JR.
Signature:	/Jerry C. Harris, Jr./

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PATENT
 REEL: 031810 FRAME: 0375

CH \$120.00 13916651

Date:

12/18/2013

Total Attachments: 6

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “*Assignment*”) is made as of November 12, 2013, from IntelliSpend Prepaid Solutions, LLC, a Missouri limited liability company (“*Assignor*”), to Blackhawk Network, Inc., an Arizona corporation (“*Assignee*”).

RECITALS

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the patents and patent applications listed on **Exhibit A** attached hereto and incorporated herein by reference, including, without limitation, (i) the patents and patent applications set forth on **Exhibit A** hereto and incorporated herein by reference, the inventions claimed or described therein, any foreign patents, patent applications, utility models or other equivalents corresponding thereto or otherwise claiming priority thereto, including any reexamination, renewals and reissues of same already granted and which may be granted, and any divisional, continuation and continuation-in-part applications claiming priority from same or their foreign counterparts, together with additions thereto, substitutions therefor and modifications thereof and any Letters Patent and issues thereof which may be granted upon said patent applications; (ii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise (iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing or in response to an audit of past payments; (iv) all licenses and settlement agreements relating to the foregoing, including, without limitation, those licenses and settlement agreements listed on Schedule 3.5 of the Purchase Agreement (as defined below); and (v) with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. (collectively, the “*Patents*”); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated October 21, 2013, as amended, by and among Assignee, Blackhawk Network California, Inc., Blackhawk Network (Canada) Ltd., Blackhawk Network Holdings, Inc., Assignor, IntelliSpend, Inc., IntelliSpend Prepaid Solutions, U.L.C., and Maritz Holdings Inc. (the “*Purchase Agreement*”), Assignor has agreed to transfer and assign, and Assignee has agreed to acquire, all of Assignor’s rights, title, and interest in, to and under the Patents.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor’s worldwide rights, title and interest in, to and under the Patents including those set forth on **Exhibit A**, the same to be held and enjoyed by Assignee for its own use and behoof, and for the use and behoof of its successors and assigns, to the full end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held by them had this assignment and sale not been made.

2. Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors and assigns, all claims and demands the Assignor may have either at law or in equity arising out of past, present or future third party infringement of the Patents, the right to sue for and collect same for its own use and enjoyment, including the right to collect for past damages, and for the use and enjoyment of its successors, assigns, or other legal representatives.
3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents on any foreign applications, to record the Patents, including those listed on Exhibit A, and the right, title and interest therein, as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment; and Assignor further hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents on any foreign applications, to issue each and every Letters Patent to be granted upon the aforesaid Patents, including those listed on Exhibit A, to the Assignee, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein, in accordance with this Assignment.
4. Assignor hereby agrees to execute, upon request, any and all further papers which may be necessary or desirable to enable the Assignee, its successors and assigns, to file and prosecute the Patents, including those listed on Exhibit A; and Assignor further agrees to execute any and all further papers which may be necessary or desirable to vest or perfect the title of Assignee, its successors and assigns, in and to the Patents, including those listed on Exhibit A, in Canada, United States and throughout the world.
5. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
6. Except to the extent federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed under the laws of the State of Delaware, without regard to conflicts of law principles.
7. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
8. This Agreement may be executed in counterparts, each of which, including those with facsimile signatures, will be deemed an original, but all of which together constitute one and the same agreement.

9. The undersigned hereby authorizes the firm of Gowling Lafleur Henderson LLP to correct errors in this assignment or to insert any further identification or other information necessary or desirable to make this assignment suitable for recordal.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date first set forth above.

INTELISPEND PREPAID SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

State of: Missouri)

County of: ST. LOUIS)

) ss:

On this 8th day of November, 2013, before me personally came the above named _____ personally known to me or satisfactorily proven to be the same individual who executed the foregoing Assignment of his/her own free will for the use and purpose therein set forth.

My Commission Expires: _____



TODD VOMUND
My Commission Expires
February 7, 2015
Jefferson County
Commission #11427686

Notary Public

Todd Vomund

BLACKHAWK NETWORK, INC.

By: _____

Name: _____

Title: _____

[Signature Page to IntelliSpend Patent Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date first set forth above.

INTELISPEND PREPAID SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

State of: _____)

) ss:

County of: _____)

On this ____ day of _____, 2013, before me personally came the above named _____ personally known to me or satisfactorily proven to be the same individual who executed the foregoing Assignment of his/her own free will for the use and purpose therein set forth.

Notary Public

My Commission Expires:

BLACKHAWK NETWORK, INC.

By:  _____

Name: David E. Durant

Title: GVP, Secretary & General Counsel

EXHIBIT A

**SCHEDULE A TO
PATENT ASSIGNMENT**

<u>Country</u>	<u>Patent Number</u>	<u>Filing Date</u>
United States	8,464,938	02/15/2011
United States	Patent Application No. 13/916,651	06/13/2013
United States	U.S. Provisional Application No. 61/781,667	03/14/2013
Canada	Patent Application No. 2,635,500	06/20/2008