

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>SEQUENCE:</b>	1
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
STEVE SOREM	05/20/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PAYMENT TECHNOLOGIES, INC.
<b>Street Address:</b>	5000 RITTER ROAD, SUITE 103
<b>City:</b>	MECHANICSBURG
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	17055
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	09456114
<b>Application Number:</b>	60410381
<b>Application Number:</b>	10665250
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)778-2201
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	202-419-2055
<b>Email:</b>	patdcdoCKET@hunton.com
<b>Correspondent Name:</b>	HUNTON & WILLIAMS LLP INTELLECTUAL PROPE
<b>Address Line 1:</b>	2200 PENNSYLVANIA AVENUE, N.W.
<b>Address Line 4:</b>	WASHINGTON, DELAWARE 20037
<b>ATTORNEY DOCKET NUMBER:</b>	72167.000547
<b>NAME OF SUBMITTER:</b>	STEVEN L. WOOD
<b>SIGNATURE:</b>	/Steven L. Wood/
<b>DATE SIGNED:</b>	05/22/2014
<b>Total Attachments: 3</b>	
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**ASSIGNMENT**

WHEREAS, I, Steve Sorem, residing at 5000 Ritter Road, Suite 103, Mechanicsburg, Pennsylvania 17055, have invented, developed, and/or have rights in the inventions (hereinafter "Inventions") disclosed in the applications for United States Letters Patent entitled:

"PROMOTION AND GIFT CERTIFICATE PROCESSING SYSTEM AND METHOD"

filed on December 7, 1999 and accorded U.S. Application No. 09/456,114, and

"VALUE EXCHANGE PROCESSING SYSTEM AND METHOD"

filed on September 13, 2002 and accorded U.S. Application No. 60/410,381, and

"SYSTEM AND METHOD FOR PROCESSING TRANSACTIONS"

filed on September 15, 2003 and accorded U.S. Application No. 10/665,250 (collectively hereinafter "Applications"); and

WHEREAS, Payment Technologies, Inc., a Pennsylvania corporation having a place of business at 5000 Ritter Road, Suite 103, Mechanicsburg, Pennsylvania 17055 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Inventions and in and to the Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of May 16, 2005 (the "Effective Date"), I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee and its successors and assigns, my entire right, title and interest, worldwide, in and to the Inventions and the Applications, and all patents and applications, worldwide, claiming priority to and/or benefit of, directly or indirectly, or based in whole or in part on, said Applications and/or said Inventions, including continuations, continuations-in-part, divisionals, reissues, reexaminations, renewals, substitutes, and extensions thereof, and any international and regional applications, based in whole or in part on any of the aforesaid applications or in whole or in part on said Inventions, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all utility-model registrations, inventor's certificates, and the like heretofore or hereafter filed, worldwide, for the Inventions, and in and to any and all patents (including all extensions, renewals, reexaminations and reissues thereof), worldwide, which have been or may be granted on any of the aforesaid applications or on said Inventions or any parts thereof.

AND I HEREBY covenant and agree for myself and my heirs, executors and administrators that I will communicate to Assignee any facts known to me respecting the Inventions and the aforementioned applications, sign all lawful papers, testify in any legal proceedings, make all rightful oaths, and take any other actions that may be necessary or desirable to secure to Assignee its right, title, and interest in and to the aforementioned patents, applications and Inventions, and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for the Inventions and the aforementioned patents and applications;

AND I HEREBY agree to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said applications, or in the preparation or prosecution of any continuation, continuation-in-part, divisional, substitute, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents or similar rights of any region or country, that may be necessary to secure to Assignee its interest and title in and to said Inventions or any parts thereof, and in and to said applications and patents;

AND I HEREBY authorize and request my agents, Hunton & Williams LLP, whose address, 2200 Pennsylvania Avenue, N.W., Washington, DC 20037-1701, to insert hereon any identification necessary or desirable for recordation of this document, including the filing date and application number of said applications when known;

AND I HEREBY covenant for myself and my legal representatives, and agree with said Assignee, its successors and assigns, that I have the full right to convey the entire interest herein assigned, and that I have granted no right or license to make, use, sell or offer to sell said Inventions, to anyone except said Assignee, that prior to the execution of this deed, my right, title and interest in said Inventions and said Applications had not been otherwise encumbered, and that I have not and will not execute any instrument in conflict therewith;

AND the foregoing assignment includes all rights to sue for past, present, and future infringement, including the right to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the Inventions, applications, or patents issuing thereon;

AND I HEREBY authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty is to issue patents on applications as aforesaid, to issue any and all letters patents which may be granted upon said United States and foreign applications or upon the Inventions to the Assignee.

IN WITNESS WHEREOF, I have executed this Assignment on the date indicated below, effective as of the Effective Date indicated above.

**- SIGNATURES BEGIN ON NEXT PAGE -**

5/20/2014  
Date

Steve K. Porem  
Steve SOREM

WITNESS:

Printed Name GLADYS BYRNE

GLADYS BYRNE  
Signature

5-20-14  
Date

WITNESS:

Printed Name Jean Woodworth Soren

Jean Woodworth Soren  
Signature

5/20/2014  
Date