

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3339568

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ADAPTIVE PAYMENTS, INC.	02/18/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MTS HOLDINGS, INC.	
<b>Street Address:</b>	2000 PURCHASE STREET	
<b>City:</b>	PURCHASE	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10577	
<b>PROPERTY NUMBERS Total: 9</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	12547771	
Application Number:	12547783	
Application Number:	13159936	
Application Number:	13556669	
Application Number:	13556704	
Application Number:	13624262	
Application Number:	13624279	
Application Number:	13895725	
Application Number:	14077453	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>	703.472.9954	
<b>Email:</b>	rick@toeringpatents.com	
<b>Correspondent Name:</b>	RICK A. TOERING	
<b>Address Line 1:</b>	1602 VILLAGE MARKET BLVD	
<b>Address Line 2:</b>	SUITE 220	
<b>Address Line 4:</b>	LEESBURG, VIRGINIA 20175	
<b>ATTORNEY DOCKET NUMBER:</b>	A258 0000	
<b>NAME OF SUBMITTER:</b>	RICK A. TOERING	

PATENT

<b>SIGNATURE:</b>	/ rick a toering /
<b>DATE SIGNED:</b>	05/05/2015
<b>Total Attachments: 8</b> source=A258 Patent Assignment 18Feb15#page1.tif source=A258 Patent Assignment 18Feb15#page2.tif source=A258 Patent Assignment 18Feb15#page3.tif source=A258 Patent Assignment 18Feb15#page4.tif source=A258 Patent Assignment 18Feb15#page5.tif source=A258 Patent Assignment 18Feb15#page6.tif source=A258 Patent Assignment 18Feb15#page7.tif source=A258 Patent Assignment 18Feb15#page8.tif	

## PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** ("**Patent Assignment**") is made and entered into as of February 18, 2015, by and between MTS Holdings, Inc., a Delaware corporation ("**Buyer**"), and Adaptive Payments, Inc., a Florida corporation ("**Seller**"). Buyer and Seller are referred to collectively herein as the "**Parties**." All capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement dated as of February 18, 2015, by and between MasterCard International Corporation, the parent of Buyer, and Seller (the "**Asset Purchase Agreement**").

### RECITALS

WHEREAS, Pursuant to the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Patent Rights**"):

a. the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, and all foreign equivalents and family members thereof, (the "**Patents**");

b. all rights of any kind whatsoever of Seller accruing under any of the foregoing Patents provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

c. 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 Patents; and

d. any and all claims and causes of action, with respect to any of the foregoing Patents, 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, dilution, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the Closesign Date, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such reasonable cooperation and assistance to Buyer and its successors, assigns and legal representatives as

reasonably necessary to effect the transfer of Seller's rights in and to the Assigned Patent Rights to Buyer, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. Each of the Parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the Parties under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Patent Assignment, and, to the extent there shall arise a conflict between this Patent Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

4. Counterparts. This Patent Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

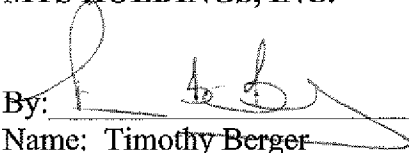
5. Successors and Assigns. This Patent Assignment shall bind and shall inure to the benefit of the respective Parties and their assigns, transferees and successors.

6. Governing Law. This Patent Assignment shall be construed and enforced in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*[Signature page follows.]*

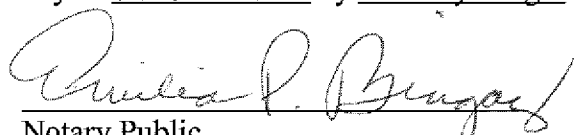
IN WITNESS WHEREOF, this Patent Assignment Agreement has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

MTS HOLDINGS, INC.

By:   
Name: Timothy Berger  
Vice President

State of: NEW YORK County of: WESTCHESTER

The preceding Patent Assignment Agreement was acknowledged before me this 25<sup>th</sup>  
day of MARCH 2015 by Timothy Berger.

  
Notary Public

My Commission Expires: 10/31/2017

EMILIA P. BINGAY  
NOTARY PUBLIC, State of New York  
No. 60-4749786  
Qualified in Westchester County  
Commission Expires October 31, 2013-2017

ADAPTIVE PAYMENTS, INC.

By: \_\_\_\_\_  
Name: Shashi Kapur  
Chief Executive Officer

State of: \_\_\_\_\_ County of: \_\_\_\_\_

The preceding Patent Assignment Agreement was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_ by Shashi Kapur.

\_\_\_\_\_  
Notary Public

My Commission Expires:

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

MTS HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Timothy Berger  
Vice President

State of: \_\_\_\_\_ County of: \_\_\_\_\_

The preceding Patent Assignment Agreement was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_ by Timothy Berger.

\_\_\_\_\_  
Notary Public

My Commission Expires:

ADAPTIVE PAYMENTS, INC.

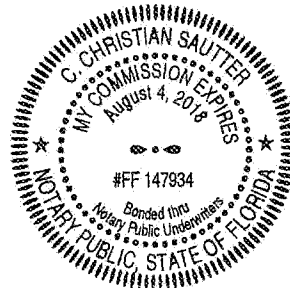
By: S. B. Kapur  
Name: Shashi Kapur  
Chief Executive Officer

State of: Florida County of: Orange

The preceding Patent Assignment Agreement was acknowledged before me this 19th  
day of March 2015 by Shashi Kapur.

C. Christian Sautter  
Notary Public

My Commission Expires:



## SCHEDULE 1 – PATENTS

PAYMENT AUTHENTICATION SERVICES						
Docket No.:	Country:	Case Type	Status:	Application No.:	Filing Date	Publication No.:
A258 1010.P1	USA	PRO	Expired	61/186,564	06/12/2009	

SYSTEM AND METHOD OF SECURE PAYMENT TRANSACTIONS						
Docket No.:	Country:	Case Type	Status:	Application No.:	Filing Date	Publication No.:
A258 1020.1	USA	ORD	Published	12/547,771	08/26/2009	2010-0057623
A258 1020WO	PCT	ORD	Expired	PCT/US2009/055015	08/26/2009	WO 2010/027845
A258 1020BR	Brazil	PCT	Pending	PI0917347-1	02/24/2011	
A258 1020CA	Canada	PCT	Published	2,734,975	02/22/2011	2734975
A258 1020CN	China (PRC)	PCT	Published	200980142129.3	04/25/2011	CN102197407A
A258 1020EP	EPO	PCT	Published	09812043.9	02/28/2011	2332102
A258 1020IN	India	PCT	Published	1220/KOLNP/2011	03/22/2011	
A258 1020KR	Korea, Republic of	PCT	Pending	10-2011-7006919	03/25/2011	
A258 1020MX	Mexico	PCT	Pending	MX/a/2011/002067	02/24/2011	

SYSTEM AND METHOD OF RECURRING PAYMENT TRANSACTIONS						
Docket No.:	Country:	Case Type	Status:	Application No.:	Filing Date	Publication No.:
A258 1030.1	USA	ORD	Published	12/547,783	08/26/2009	2010-0057616

## SCHEDULE 1 – PATENTS

SYSTEM AND METHOD OF MULTI-FACTOR BALANCE INQUIRY AND ELECTRONIC FUNDS TRANSFER						
Docket No.:	Country:	Case Type	Status:	Application No.:	Filing Date	Publication No.:
A258 1040.1	USA	PRI	Published	13/159,936	06/14/2011	2012-0323762-A1
A258 1040WO	PCT	ORD	Published	PCT/US2012/042188	06/13/2012	WO 2012/174071
A258 1040BR	Brazil	PCT	Pending	11 2013 032215 2	12/13/2013	
A258 1040CA	Canada	PCT	Pending	2,838,983	06/13/2012	
A258 1040CN	China (PRC)	PCT	Pending	201280035715.X	01/20/2014	
A258 1040EP	EPO	PCT	Pending	12800309.2	12/09/2013	
A258 1040IN	India	PCT	Pending	3609/KOLNP/2013	12/10/2013	
A258 1040KR	Korea, Republic of	PCT	Pending	10-2014-7000843	01/13/2014	
A258 1040MX	Mexico	PCT	Pending	MX/a/2013/014673	12/11/2013	

SYSTEM AND METHOD FOR REAL-TIME LOAN PROCESSING AND LOAN FUND DEPOSITS						
Docket No.:	Country:	Case Type	Status:	Application No.:	Filing Date	Publication No.:
A258 1060.1	USA	PRI	Pending	13/556,669	07/24/2012	2014-0032391A1
A258 1060WO	PCT	ORD	Pending	PCT/US2013/051664	07/23/2013	WO 2014/018522



## SCHEDULE 1 – PATENTS

SYSTEM AND METHOD FOR FUNDS TRANSFER PROCESSING						
Docket No.:	Country:	Case Type	Status:	Application No.:	Filing Date	Publication No.:
A258 1070.1	USA	PRI	Expired	13/556,704	07/24/2012	2014-0032407-A1
A258 1070.2	USA	PRI	Pending	14/416,814	01/23/2015	
A258 1070WO	PCT	ORD	Pending	PCT/US2013/051692	07/23/2013	WO 2014/018537

SYSTEM AND METHOD OF PROCESSING PIN-BASED PAYMENT TRANSACTIONS VIA MOBILE DEVICES						
Docket No.:	Country:	Case Type	Status:	Application No.:	Filing Date	Publication No.:
A258 1080.1	USA	PRI	Pending	13/624,262	09/21/2012	2014-0089205-A1

SYSTEM AND METHOD OF PROCESSING PAYMENT TRANSACTIONS VIA MOBILE DEVICES						
Docket No.:	Country:	Case Type	Status:	Application No.:	Filing Date	Publication No.:
A258 1090.1	USA	PRI	Pending	13/624,279	09/21/2012	2014-0089169-A1

REAL-TIME EFT NETWORK-BASED PERSON-TO-PERSON PAYMENTS						
Docket No.:	Country:	Case Type	Status:	Application No.:	Filing Date	Publication No.:
A258 1100.1	USA	PRI	Pending	13/895,725	05/16/2013	2014-0344150-A1
A258 1100WO	PCT	ORD	Pending	PCT/US2014/038324	05/16/2014	

## SCHEDULE 1 – PATENTS

SYSTEM AND METHOD OF PROCESSING POINT-OF-SALE PAYMENT TRANSACTIONS VIA MOBILE DEVICES						
Docket No.:	Country:	Case Type	Status:	Application No.:	Filing Date	Publication No.:
A258 1110.1	USA	PRI	Pending	14/077,453	11/12/2013	
A258 1110WO	PCT	ORD	Pending	PCT/US2014/065130	11/12/2014	