

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5440755

| | |
|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| VIZANT TECHNOLOGIES, LLC | 03/15/2019 |
| RECEIVING PARTY DATA | |
| Name: | REDBRIDGE USA, INC. |
| Street Address: | 712 MAIN STREET |
| Internal Address: | SUITE 1820 |
| City: | HOUSTON |
| State/Country: | TEXAS |
| Postal Code: | 77002 |
| PROPERTY NUMBERS Total: 7 | |
| Property Type | Number |
| Patent Number: | 8078531 |
| Patent Number: | 7603312 |
| Patent Number: | 8024268 |
| Patent Number: | 8019680 |
| Patent Number: | 8019681 |
| Patent Number: | 8244634 |
| Patent Number: | 8301559 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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> | |
| Email: | lridley@bushross.com |
| Correspondent Name: | BUSH ROSS, P.A. |
| Address Line 1: | P.O. BOX 3913 |
| Address Line 4: | TAMPA, FLORIDA 33601 |
| NAME OF SUBMITTER: | LIBBY RIDLEY |
| SIGNATURE: | /LR/ |
| DATE SIGNED: | 03/26/2019 |
| Total Attachments: 4 | |

source=6AD0667-EXEC_Patent Assignment WSFS Redbridge#page1.tif

source=6AD0667-EXEC_Patent Assignment WSFS Redbridge#page2.tif

source=6AD0667-EXEC_Patent Assignment WSFS Redbridge#page3.tif

source=6AD0667-EXEC_Patent Assignment WSFS Redbridge#page4.tif

PATENT

REEL: 048700 FRAME: 0862

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (“**Assignment**”) is dated March 15, 2019 and made by and between **WILMINGTON SAVINGS FUND SOCIETY, FSB**, a federal savings bank (“**Assignor**”), and **REDBRIDGE USA, INC.**, a Delaware corporation (“**Assignee**”).

BACKGROUND INFORMATION

Assignor has acquired the right and authority to transfer the entire right, title and interest of Vizant Technologies, LLC, a Delaware limited liability company (“**Vizant**”), in the patents listed on the attached **Schedule A** (the “**Patents**”). Assignee desires, to the extent Assignor is able to assign, the entire right, title, and interest in and to the Patents. Assignee and Assignor are parties to the Secured Creditor UCC Sale Agreement of even date herewith (the “**Sale Agreement**”), pursuant to which Assignor has agreed, among other things, to sell and Assignee has agreed to purchase through a private sale under § 9-610 of the Delaware Uniform Commercial Codes substantially all of the assets, including without limitation the assets and related rights assigned herein of Vizant. NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

OPERATIVE PROVISIONS

1. Assignment. Assignor does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, Vizant’s worldwide rights, title and interest in and to the Patents, including the rights to all of its owned or existing patent registrations and patent applications used in connection with the Patents, along with the registration thereof, the number of which is contained herein, to the full end of the term or terms for which the Patents may be granted as fully and entirely as the same would have been held and enjoyed by Vizant had this sale and assignment not been made.

2. Authority. Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of this Assignment, Assignor has good and full right and lawful authority to sell and convey Vizant’s right, title and interest in and to the Patents in the manner herein set forth, to the extent such Patents are included in the Collateral (as defined in the Sale Agreement).

3. Recording of this Assignment. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Patents and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

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

5. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware.

6. Further Assurances. Assignor agrees to take such actions and to execute such documents as Assignee shall reasonably request in order to fully effectuate this Assignment.

[Signatures on following page]

IN WITNESS WHEREOF, this Patent Assignment has been duly executed and delivered as of the date first above written.

"ASSIGNOR"

**WILMINGTON SAVINGS FUND
SOCIETY, FSB, a federal savings bank**

By: Reynolds A. Giannuzzi, Jr.
Name: Reynolds A. Giannuzzi, Jr.
Title: Senior Vice President

"ASSIGNEE"

REDBRIDGE USA, INC., a Delaware corporation

By: _____
Name: David Laugier
Title: Director

STATE OF Delaware
COUNTY OF New Castle

The foregoing instrument was acknowledged before me personally on this 15th day of March, 2019, an officer duly authorized in the State and County aforesaid to take acknowledgments, by Reynolds A. Giannuzzi, Jr., to me personally known or known to me by evidence of identification of RD to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.

Janice L. Tyson
NOTARY PUBLIC
My Commission Expires: _____
My Commission Number: _____
State of Delaware
(Name of Notary typed, printed or stamped) Printed Notary Public in May 3, 2021

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me personally on this ____ day of _____, 2019, an officer duly authorized in the State and County aforesaid to take acknowledgments, by David Laugier, to me personally known or known to me by evidence of identification of _____ to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.

NOTARY PUBLIC
My Commission Expires: _____
My Commission Number: _____
(Name of Notary typed, printed or stamped)

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, this Patent Assignment has been duly executed and delivered as of the date first above written.

“ASSIGNOR”

**WILMINGTON SAVINGS FUND
SOCIETY, FSB**, a federal savings bank

By: _____
Name: _____
Title: _____

“ASSIGNEE”

REDBRIDGE USA, INC., a Delaware corporation

By: _____
Name: David Laugier
Title: Director

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me personally on this ____ day of _____, 2019, an officer duly authorized in the State and County aforesaid to take acknowledgments, by _____, to me personally known or known to me by evidence of identification of _____ to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.

NOTARY PUBLIC

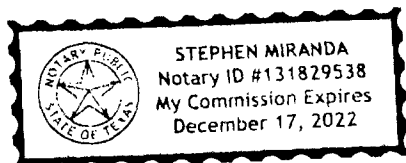
My Commission Expires: _____

My Commission Number: _____

(Name of Notary typed, printed or stamped)

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me personally on this 5th day of MARCH, 2019, an officer duly authorized in the State and County aforesaid to take acknowledgments, by David Laugier, to me personally known or known to me by evidence of identification of PASSPORT: FRANCE to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.



NOTARY PUBLIC

My Commission Expires: 12/17/22

My Commission Number: 131829538

STEPHEN MIRANDA

(Name of Notary typed, printed or stamped)

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

SCHEDULE A

PATENTS

| Patent Description and Name | US Patent # | Date Issued |
|--|--------------------|--------------------|
| Auditing or Determining Reductions to Card Issuer Interchange Fees | 8078531 | 12/13/2011 |
| Altering Card Issuer Interchange Categories | 7603312 | 10/13/2009 |
| Altering Card Issuer Interchange Categories | 8024268 | 09/20/2011 |
| Altering Card Issuer Interchange Categories | 8019680 | 09/13/2011 |
| Interchange Categories | 8019681 | 09/13/2011 |
| Interchange Categories | 8244634 | 08/24/2012 |
| Determination of Interchange Categories | 8301559 | 10/30/2012 |