

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genpass Technologies, LLC		08/11/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bancorp Licensing, Inc.		
Street Address:	U.S. Bancorp Center; 800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2142438	MONEY BELT	
Registration Number:	2142437	MONEY BELT	
Serial Number:	78662494	DEBITPASS	
Serial Number:	78662485	DEBITPASS	
Serial Number:	78662476	DEBITPASS	
CORRESPONDENCE DATA			
Fax Number:	(513)977-8141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-977-8683		
Email:	clare.iery@dinslaw.com		
Correspondent Name:	Clare M. Iery		
Address Line 1:	1900 Chemed Center; 255 E. 5th Street		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Clare M. Iery		

OP \$140.00 2142438

Signature:

/cmi/

Date:

08/22/2005

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Genpass Technologies, LLC, a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at Highland Office Center, Suite 207, Fort Washington, Pennsylvania 19034 ("Assignor"), is the owner of all right, title, and interest in and to the trademarks attached hereto as Schedule A (hereinafter the "Marks");

WHEREAS, U.S. Bancorp Licensing, Inc., a corporation organized and existing under the laws of the State of Minnesota, with its principal place of business at U.S. Bancorp Licensing, Inc., U.S. Bancorp Center 800 Nicollet Mall, Minneapolis, Minnesota 55402 ("Assignee"), wishes to acquire any and all rights that Assignor may have in and to the Marks, together with the good will and all of the business assets of the business in connection with which the Marks are used, or intended to be used, and which are symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell and assign unto the Assignee all right, title, and interest in and to the Marks, together with the good will and all of the business assets of the business in connection with which the Marks are used, or intended to be used, and which are symbolized by the Marks, along with the right to recover for damages and profits from past infringements thereof.

Assignor agrees to deliver, at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the

SCHEDULE A

MARK	SERIAL NO	FILING DATE	REG NO	REG DATE
MONEY BELT	75/236,930	2/5/97	2142438	3/10/98
MONEY BELT & Design	75/236,929	2/5/97	2142437	3/10/98
DEBITPASS	78/662,494	7/1/05	Pending	Pending
DEBITPASS & Design	78/662,485	7/1/05	Pending	Pending
DEBITPASS Design (color claimed)	78/662,476	7/1/05	Pending	Pending

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