# OP \$140.00 21424

# 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

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 513-977-8683

Email: clare.iery@dinslaw.com

Correspondent Name: Clare M. lery

Address Line 1: 1900 Chemed Center; 255 E. 5th Street

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER: Clare M. lery

TRADEMARK REEL: 003144 FRAME: 0443

900030549

Signature:	/cmi/
Date:	08/22/2005
Total Attachments: 3 source=genpass tech#page1.tif source=genpass tech#page2.tif source=genpass tech#page3.tif	

TRADEMARK REEL: 003144 FRAME: 0444 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

TRADEMARK REEL: 003144 FRAME: 0445 extent that such evidence is deemed necessary by Assignee, to the extent that such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be signed and executed by the undersigned officer thereunto duly authorized on this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_, 2005.

GENPASS TECHNOLOGIES, LLC

Lynn M. Lette

By:	
•	 _

STATE OF Minnerota )
COUNTY OF Rawsey ) SS:

Notary Public
Minnesota
My Commission Expires January 31, 2009

On this day of Arm, 2005, personally appeared before me Dominic V. Venture who stated that the is Service Vice President Genpass Technologies, LLC, a corporation organized under the laws of the State of Delaware, and acknowledged that she executed the foregoing instrument as the act and deed assignment for the purposes therein set forth.

LYNN M LEITTE

My Commission Expires:

January 31, 2009

TRADEMARK REEL: 003144 FRAME: 0446

# **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	78/662,476	7/1/05	Pending	Pending
claimed)				

1171931

TRADEMARK REEL: 003144 FRAME: 0447

**RECORDED: 08/22/2005**