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Docket-G&C 30074.30-US-II

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- 107101
- (1) Laszlo Elteto
 - (2) Shawn D. Abbott
 - (3) James Khalaf
 - (4) Reed H. Tibbetts
 - (5) Mehdi Sotoodeh
 - (6) Calvin W. Long

Additional name(s) of conveying party(ies) attached? ☒ No

2. Name and address of receiving party(ies):

Rainbow Technologies, Inc.
50 Technology Drive
Irvine, California 92618

Additional name(s) & address(es) attached? ☒ No

3. Nature of conveyance:

☒ Assignment

Execution Date: (1) August 7, 2001, (2) August 7, 2001, (3) August 7, 2001, (4) August 7, 2001, (5) August 7, 2001, (6) August 9, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

09/899,472 filed July 3, 2001

Additional numbers attached? ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Victor G. Cooper
Address: GATES & COOPER LLP
6701 Center Drive West, Suite 1050
Los Angeles, CA 90045

6. Total number of applications and patents involved: One

7. Total fee (37 CFR 3.41): \$40

☒ Assignment recordation fee is to be charged to a Credit Card. Form PTO-2038 Credit Card Payment Form is enclosed.

8. Please charge any additional fees or credit any overpayments to Deposit Account No. 50-0494.

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Victor G. Cooper

Name of Person Signing

Signature

September 24, 2001

Date

Total number of pages including cover sheet, attachments, and document: Four

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Mail documents to be recorded with required cover sheet information to:

Director - United States Patent and Trademark Office
Box Assignment
Washington, D.C. 20231

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PATENT
REEL: 012251 FRAME: 0171

ASSIGNMENT

WHEREAS, Laszlo Elteto, Shawn D. Abbott, James Khalaf, Reed H. Tibbetts, Mehdi Sotoodeh, and Calvin W. Long (hereinafter "Assignor(s)"), made certain new and useful inventions and improvements which are entitled SECURE IR COMMUNICATIONS BETWEEN A KEYPAD AND A TOKEN and which are disclosed in:

☒ U.S. Application Serial No. 09/899,472, filed on July 3, 2001

AND WHEREAS, Rainbow Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and having an office and place of business at 50 Technology Drive, Irvine, California 92618 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, Assignor(s) have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, Assignor(s) do hereby agree that they and their executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to

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Assignor(s) relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore Assignor(s) covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor(s) and that full right to convey the same as herein expressed is possessed by Assignor(s). An attorney of record is authorized and requested by the execution of this assignment to insert into this assignment the filing date and serial number of said application when officially known.

Date: 8/7/2001

Signature: 
Name: Laszlo Elteto

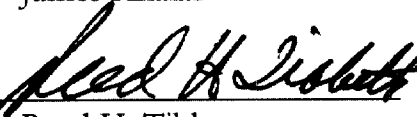
Date: Aug 7, 2001

Signature: 
Name: Shawn D. Abbott

Date: 8/7/2001

Signature: 
Name: James Khalaf

Date: 8/7/2001

Signature: 
Name: Reed H. Tibbetts

Date: 8/7/01

Signature: 
Name: Mehdi Sotoodeh

Date: _____

Signature: _____
Name: Calvin W. Long

G&C 30074.30-US-11

(G&C G&C 30074.30-US-11)

Assignor(s) relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore Assignor(s) covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor(s) and that full right to convey the same as herein expressed is possessed by Assignor(s). An attorney of record is authorized and requested by the execution of this assignment to insert into this assignment the filing date and serial number of said application when officially known.

Date: 8/7/2001

Signature: 
Name: Laszlo Elter

Date: Aug 7, 2001

Signature: 
Name: Shawn D. Abbott

Date: 8/7/2001

Signature: 
Name: James Khalaf

Date: 8/7/2001

Signature: 
Name: Reed H. Tibbetts

Date: 8/7/01

Signature: 
Name: Mehdi Sotoodeh

Date: 8/9/01

Signature: 
Name: Calvin W. Long

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