

03-18-2003

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OVER SHEET
ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

William N. OWEN
Eric SHOEMAKER

10-9-02

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: October 9, 2002

2. Name and address of receiving party(ies)

Name: Wireless Key Identification Systems, Inc.

Internal Address: _____

Street Address: 817 W. Peachtree Street

Suite 205

City: Atlanta State: GA Zip: 30308

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

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: 10/9/2002

A. Patent Application No.(s) PCT/

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Chad D. TILLMAN

Internal Address: Morris, Manning & Martin, LLP

Street Address: 6000 Fairview Road, Suite 1125

City: Charlotte State: NC Zip: 28202

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Chad D. TILLMAN

Name of Person Signing

Chad D. Tillman

Signature

9 October 2002

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

Eric Shoemaker
11640 Hauze Road
Roswell, Georgia 30076

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

Multi-Factor Authentication System

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: _____ Filed on: _____; and

WHEREAS,

Wireless Key Identification Systems, Inc.,; d/b/a/ WiKID Systems; 817 W. Peachtree Street; Suite 205;
Atlanta, Georgia 30308

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any patent of the United States of America that may be obtained for the Invention;
- ☐ Any applications for patent for the Invention in any and all foreign countries;
- ☐ Any patents for the Invention in any and all foreign countries; and
- ☐ Any reissue, extension, renewal, substitution, conversation, confirmation, division, continuation and the like of any of the foregoing,

(hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 9 day of October, 2002.

[Signature]

Eric SHOEMAKER

Elizabeth Herbener
Witness #1 Signature

Elizabeth Herbener
Witness #1 Name (print)

120 N. Cedar St.
Witness #1 Address Line 1

Charlotte, NC 28202
Witness #1 Address Line 2

Joanna Abdelaziz
Witness #2 Signature

Joanna Abdelaziz
Witness #2 Name (print)

3355 G. Bunsbee Pluy NW
Witness #2 Address Line 1

Kennesaw, GA 30144
Witness #2 Address Line 2

NOTARIZATION

State of Georgia

County of Fulton

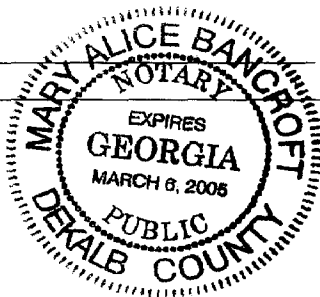
United States of America

On this 9th day of October, 2002, personally appeared

Eric Shoemaker before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Mary Alice Bancroft
Notary Public

My Commission Expires: _____



ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 9th day of October, 2002

By: [Signature]
William N. Owen
 Name (print)
CEO

Title
Elizabeth Herbenet
 Witness #1 Signature
Elizabeth Herbenet
 Witness #1 Name (print)
120 N. Cedar Street
 Witness #1 Address Line 1
Charlotte NC 28202
 Witness #1 Address Line 2

Joanna Abdelaziz
 Witness #2 Signature
Joanna Abdelaziz
 Witness #2 Name (print)
3355 G. Busbee Plwy NW
 Witness #2 Address Line 1
Kennesaw GA 30144
 Witness #2 Address Line 2

NOTARIZATION

State of Georgia
 County of Dalton

United States of America

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Mary Alice Bancroft
 Notary Public

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4 of 4

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William N. OWEN
1318 Fairview Road
Atlanta, Georgia 30306

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- ☐ The Invention and the Application;
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- ☐ Any applications for patent for the Invention in any and all foreign countries;
- ☐ Any patents for the Invention in any and all foreign countries; and
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[Signature]
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Witness #1 Name (print)

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Witness #1 Address Line 1

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Witness #1 Address Line 2

[Signature]
Witness #2 Signature

Joanna Abdelaziz
Witness #2 Name (print)

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Witness #2 Address Line 1

Kennesaw, GA 30144
Witness #2 Address Line 2

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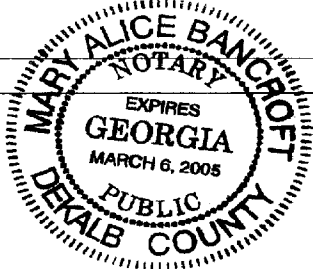
United States of America

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Mary Alice Bancroft
Notary Public

My Commission Expires: _____



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CEO

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