PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------------------|----------------|
| Salem Automation Limited | 02/06/2009 |

RECEIVING PARTY DATA

| Name: | S3 ID Limited | |
|-----------------|----------------|--|
| Street Address: | Sycamore Road | |
| City: | Rotherham | |
| State/Country: | UNITED KINGDOM | |
| Postal Code: | S65 1EN | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | |
|---------------------|----------|--|
| Application Number: | 11815730 | |

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: SWIN.3666

NAME OF SUBMITTER: Michelle Hall

Total Attachments: 3

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PATENT REEL: 024577 FRAME: 0104

Assignment of Patent Applications

Parties:

- (1) 'The Assignor': Salem Automation Limited of Sycamore Road, Rotherham, S65 1EN, United Kingdom
- (2) 'The Assignee': S3 ID Limited of Sycamore Road, Rotherham, S65 1EN, United Kingdom.

Recitals:

- (A) The Assignor has filed at the UK, European, Norwegian, Chinese,
 Kazakhstan, Russian and US Patent Offices applications for patents ('the
 Applications') for inventions ("the Inventions") further particulars of
 which are set out in the Schedule.
- (B) The Assignor has agreed to assign to the Assignee the Inventions and the Applications and all its rights, title and interest therein upon the terms and conditions set out below.

Operative provisions:

- In pursuance of the said agreement and in consideration of the sum of one pound sterling (£1.00) now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor HEREBY ASSIGNS unto the Assignee:
 - 1.1 the Inventions and the full and exclusive benefit thereof;
 - 1.2 all the rights of the Assignor in and to the Applications and the full and exclusive benefit thereof and all rights privileges and advantages associated therewith;
 - 1.3 the right to make a new application or applications in respect of any part or parts of the subject matter of the Applications and the right to claim priority under Section 5 of the Patents Act 1977 from the Applications;
 - 1.4 any patents granted in respect of the Inventions pursuant to the

PATENT REEL: 024577 FRAME: 0105 Application or any new application or applications as aforesaid;

- 1.5 the right to apply for and obtain patents or other similar forms of protection in respect of the Inventions throughout the world;
- 1.6 the right to claim priority of the Applications under the Paris Convention (as amended); and
- 1.7 the right to bring proceedings for any previous infringement of the rights assigned by this Assignment;

TO HOLD the same unto the Assignee absolutely.

THE Assignor HEREBY COVENANTS with the Assignee that the Assignor will at the expense of the Assignee execute sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee (or the nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned and (if requested to do so by the Assignee) to apply for any patents or other forms of protection in respect of the Inventions throughout the world and fully and effectively to vest the same in the Assignee or as the Assignee shall direct.

IN WITNESS whereof this Assignment has been executed as a Deed and delivered the date and year written below.

SCHEDULE
Patent Applications

| COUNTRY/ REGION | APPLICATION NO. | DATE FILED | TITLE |
|--------------------|-------------------|---------------|--------------------|
| United Kingdom | 0424037.0 | 29/10/04 | Tracking Apparatus |
| Norway | 20072717 | 27/10/05 | Tracking Apparatus |
| United Kingdom | 0502527.5 | 08/02/05 | Muster Apparatus |
| China | PCT/GB2005/004185 | 07/02/06 | Muster Apparatus |
| Europe | 06709635.4 | 08/02/05 | Muster Apparatus |
| Kazakhstan | PCT/GB2005/004185 | 07/02/06 | Muster Apparatus |
| Norway | 20074546 | 07/02/06 | Muster Apparatus |

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| Russia | PCT/GB2005/004185 | 07/02/06 | Muster Apparatus |
|----------------|-------------------|----------|--------------------|
| USA | 11/815730 | 07/02/06 | Muster Apparatus |
| United Kingdom | 0601835.2 | 31/01/06 | Security Apparatus |

SIGNED as a Deed by the said:

Salem Automation Limited

Arne Soerboe

acting by:

Director

SIGNED as a Deed by the said:

S3 ID Limited

acting by:

Director

Date:

RECORDED: 06/22/2010

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REEL: 024577 FRAME: 0107