

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
JPL, LLC	11/21/2010
RECEIVING PARTY DATA	
Name:	ANNAI SYSTEMS, INC.
Street Address:	530 Lawrence Expressway
Internal Address:	Suite 383
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	93085
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12308916
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(858) 550-6000
Email:	rlopez@cooley.com
Correspondent Name:	Cooley LLP
Address Line 1:	777 6th Street, N.W., Suite 1100
Address Line 2:	ATTN: Patent Group
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	313155-2000
NAME OF SUBMITTER:	Kevin J. Zimmer

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Total Attachments: 10
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PATENT LICENSE AGREEMENT

This PATENT LICENSE AGREEMENT (this "**Agreement**") is entered into as of December 6, 2010 (the "**Effective Date**") between JPL, LLC, a Delaware limited liability company ("**JPL**") and Annai Systems Inc., a Delaware corporation ("**Annai**").

RECITALS

WHEREAS, JPL owns, controls, or has an interest in certain intellectual property useful with respect to organizing, encoding, encrypting, storing and retrieving information relating to a wide variety of health, security, law enforcement and military applications; and

WHEREAS, Annai desires to obtain from JPL, and JPL desires to grant to Annai, an exclusive, worldwide license under certain intellectual property controlled by JPL, as more fully described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the covenants and premises contained in this Agreement, the parties agree as follows:

1. DEFINITIONS. As used in this Agreement:

1.1 "**Affiliate**" of a party shall mean any person or entity that, at any time during the term of this Agreement, directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means ownership of 50% or more of the voting power of the outstanding voting securities (but only as long as such person or entity meets these requirements).

1.3 "**Improvement**" shall mean any improvement, modification or variation of the inventions, methods, apparatuses or technology claimed or described in the Licensed Patents, including all patent applications and patents resulting therefrom.

1.5 "**License**" has the meaning set forth in Section 2.2.

1.6 "**Licensed Know-How**" shall mean all know-how, trade secrets, data, processes, techniques, procedures, compositions, devices, methods, formulas, protocols and information, whether

or not patentable, which (a) are controlled by Company as of the Effective Date, (b) are necessary or useful for, or contribute in whole or in part to, the practice of the methods and processes covered by the Licensed Patents and (c) are not generally publicly known.

1.7 "Licensed Method" shall mean any method or process that, if used or performed by the Annai without the License, would infringe one or more claims of a Licensed Patent.

1.8 "Licensed Patents" shall mean (a) the patent applications listed on *Exhibit A* attached hereto, (b) any and all corresponding foreign patents and patent applications, whether now existing or hereafter filed, (c) any provisionals, substitutions, divisionals, reissues, renewals, continuations, continuations-in-part, substitute applications and inventors' certificates arising from, or based upon, any of the foregoing patents or patent applications, (d) any patents issuing from any of the foregoing patent applications and (e) any of the foregoing filed after the Effective Date with respect to JPL Improvements (as defined below).

1.9 "Licensed Technology" shall mean the Licensed Patents, Licensed Methods and the Licensed Know-How.

1.10 "Product" shall mean any product the manufacture, use, sale, offer for sale, lease or import of which is covered by a valid claim of the Licensed Patents.

2. LICENSE

2.1 Exclusive License Grant. Subject to the terms and conditions of this Agreement, JPL hereby grants to Annai an irrevocable, exclusive (even as to JPL), worldwide, royalty-free license, with the right to sublicense through multiple tiers of sublicense, under the Licensed Technology to (a) make, have made, use, offer for sale, sell, import, lease and otherwise provide Products within the Exclusive Field of Use; (b) use any Licensed Method in providing Products within the Exclusive Field of Use; and (c) otherwise practice the inventions claimed by the Licensed Patents in every manner within the Exclusive Field of Use (the "**Exclusive License**").

2.2 Non-Exclusive License Grant. In addition to the Exclusive License granted under Section 2.1, JPL hereby grants to Annai an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, without the right to sublicense, under the Licensed Technology, in any field of use, to (a) use, make, have made, sell, offer to sell, import, lease and otherwise provide Products; (b) use any Licensed Method in providing Products; and (c) otherwise practice the inventions claimed by the Licensed Patents in every manner (the "**Non-Exclusive License**" and together with the Exclusive License, the "**License**").

2.5 Duration of License. The License will remain in effect until all Licensed Patents have expired, been abandoned, or been ruled invalid or unenforceable in a final non-appealable decision by a court of competent jurisdiction.

9. GENERAL

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9.6 Remedies. The rights and remedies of the parties will be cumulative (and not alternative). If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

9.7 Waiver. All waivers must be in writing and signed by an authorized representative of the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.8 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

9.9 Relationship Between the parties. The parties' relationship, as established by this Agreement, is solely that of independent contractors. This Agreement does not create any partnership, joint venture or similar business relationship between the parties. Neither party is a legal representative of the other party, and neither party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other party for any purpose whatsoever.


9.10 Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." All references in this Agreement to "Sections" are intended to refer to sections of this Agreement.

9.11 Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same instrument.

9.12 Entire Agreement. This Agreement, along with the Exhibits hereto, contains the entire understanding of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, communications and understandings between the parties (whether written or oral) relating to the subject matter hereof. This Agreement may not be amended, modified, altered, or supplemented other than by means of a written instrument duly executed and delivered on behalf of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

JPL, LLC:

By: 
Name: Patricia Allen
Title: President/CEO
Date: 11-21-2010

ANNAL SYSTEMS, INC.:

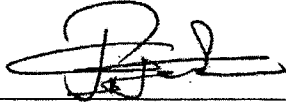
By: 
Name: Lawrence Ganeshalingam
Title: President and Chief Executive Officer
Date: 11/21/10

EXHIBIT A

PATENTS AND PATENT APPLICATIONS

COUNTRY	PATENT NO. OR SERIAL NO.	FILING DATE AND ISSUE DATE (IF PATENT)	TITLE	INVENTORS
UNITED STATES	US 2009/0319591 A1	7/29/2009	EMBEDDED DATA DNA SEQUENCE SECURITY SYSTEM	PATRICK N. ALLEN LAWRENCE R. GANESHALINGAM JOSEPH ANANDRAJ