

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|----------------------|---------------|----------------------|------------------------|----------------------|-----------------------------|------------|-----------------------------|------------|---------------------|----------|----------------|---------|----------------|---------|---------------------|----------|---------------------|----------|---------------------|----------|-------------|-----------|-------------|-----------|---------------------|----------|-------------|-----------|
| NATURE OF CONVEYANCE: | LICENSE | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>NBS Technologies, Inc.</td><td>07/12/2011</td></tr><tr><td>Card Technology Corporation</td><td>07/12/2011</td></tr><tr><td>NBS Technologies (US), Inc.</td><td>07/12/2011</td></tr></tbody></table> | | Name | Execution Date | NBS Technologies, Inc. | 07/12/2011 | Card Technology Corporation | 07/12/2011 | NBS Technologies (US), Inc. | 07/12/2011 | | | | | | | | | | | | | | | | | | | | |
| Name | Execution Date | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NBS Technologies, Inc. | 07/12/2011 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Card Technology Corporation | 07/12/2011 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NBS Technologies (US), Inc. | 07/12/2011 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"><tr><td>Name:</td><td>DataCard Corporation</td></tr><tr><td>Street Address:</td><td>11111 Bren Road West</td></tr><tr><td>City:</td><td>Minnetonka</td></tr><tr><td>State/Country:</td><td>MINNESOTA</td></tr><tr><td>Postal Code:</td><td>55343</td></tr></table> | | Name: | DataCard Corporation | Street Address: | 11111 Bren Road West | City: | Minnetonka | State/Country: | MINNESOTA | Postal Code: | 55343 | | | | | | | | | | | | | | | | | | |
| Name: | DataCard Corporation | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Street Address: | 11111 Bren Road West | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City: | Minnetonka | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State/Country: | MINNESOTA | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postal Code: | 55343 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 18 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>5889941</td></tr><tr><td>Patent Number:</td><td>6014748</td></tr><tr><td>Application Number:</td><td>09416252</td></tr><tr><td>Application Number:</td><td>12987875</td></tr><tr><td>Patent Number:</td><td>6196459</td></tr><tr><td>Patent Number:</td><td>7500601</td></tr><tr><td>Application Number:</td><td>12364292</td></tr><tr><td>Application Number:</td><td>60015743</td></tr><tr><td>Application Number:</td><td>11626219</td></tr><tr><td>PCT Number:</td><td>US9706204</td></tr><tr><td>PCT Number:</td><td>US9915834</td></tr><tr><td>Application Number:</td><td>09798455</td></tr><tr><td>PCT Number:</td><td>US9910328</td></tr></tbody></table> | | Property Type | Number | Patent Number: | 5889941 | Patent Number: | 6014748 | Application Number: | 09416252 | Application Number: | 12987875 | Patent Number: | 6196459 | Patent Number: | 7500601 | Application Number: | 12364292 | Application Number: | 60015743 | Application Number: | 11626219 | PCT Number: | US9706204 | PCT Number: | US9915834 | Application Number: | 09798455 | PCT Number: | US9910328 |
| Property Type | Number | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | 5889941 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | 6014748 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 09416252 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 12987875 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | 6196459 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | 7500601 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 12364292 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 60015743 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 11626219 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PCT Number: | US9706204 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PCT Number: | US9915834 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 09798455 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PCT Number: | US9910328 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

501595692

PATENT
REEL: 026596 FRAME: 0671

CH \$720.00 5889941

| | |
|---------------------|----------|
| Application Number: | 90008519 |
| Application Number: | 90008520 |
| Application Number: | 90008517 |
| Application Number: | 90010717 |
| Patent Number: | 6202155 |

CORRESPONDENCE DATA

Fax Number: (612)977-8650

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

Phone: 6129778480

Email: ip@briggs.com

Correspondent Name: Gerald E. Helget

Address Line 1: 80 South Eighth Street

Address Line 2: 2200 IDS Center

Address Line 4: Minneapolis, MINNESOTA 55402

| | |
|-------------------------|----------|
| ATTORNEY DOCKET NUMBER: | 18351.38 |
|-------------------------|----------|

| | |
|--------------------|------------------|
| NAME OF SUBMITTER: | Gerald E. Helget |
|--------------------|------------------|

Total Attachments: 30

source=License Agreement#page1.tif
 source=License Agreement#page2.tif
 source=License Agreement#page3.tif
 source=License Agreement#page4.tif
 source=License Agreement#page5.tif
 source=License Agreement#page6.tif
 source=License Agreement#page7.tif
 source=License Agreement#page8.tif
 source=License Agreement#page9.tif
 source=License Agreement#page10.tif
 source=License Agreement#page11.tif
 source=License Agreement#page12.tif
 source=License Agreement#page13.tif
 source=License Agreement#page14.tif
 source=License Agreement#page15.tif
 source=License Agreement#page16.tif
 source=License Agreement#page17.tif
 source=License Agreement#page18.tif
 source=License Agreement#page19.tif
 source=License Agreement#page20.tif
 source=License Agreement#page21.tif
 source=License Agreement#page22.tif
 source=License Agreement#page23.tif
 source=License Agreement#page24.tif
 source=License Agreement#page25.tif
 source=License Agreement#page26.tif
 source=License Agreement#page27.tif
 source=License Agreement#page28.tif

source=License Agreement#page29.tif
source=License Agreement#page30.tif

Exhibit B

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is entered into by and between NBS Technologies, Inc., an Ontario corporation at 703 Evans Avenue, Suite 400, Toronto, Ontario, M9C 5E9, Canada ("NBS"), Card Technology Corporation, a Delaware corporation and a wholly owned subsidiary of NBS Technologies, Inc., at 10925 Bren Road East, Hopkins, MN 55343-9613 ("CTC"), and NBS Technologies (US), Inc., a wholly owned subsidiary of CTC, at 10925 Bren Road East, Hopkins, MN 55343-9613 ("NBS US") (collectively hereinafter "CTC Parties"), on the one hand, and DataCard Corporation, a Delaware corporation, at 11111 Bren Road West, Minnetonka, MN 55343 ("DataCard"), on the other. NBS, CTC, and NBS US on the one hand, and DataCard, on the other, may hereinafter be referred to individually as a "Party" or collectively as "Parties."

RECITALS

A. DataCard is the legal and/or beneficial owner of U.S. Patent Nos. 5,266,781, 6,474,925, 7,753,279 and 7,806,338 (the "DataCard Patents") as well as related intellectual property rights as further defined herein.

B. The CTC Parties are the direct or indirect legal and/or beneficial owner(s) of U.S. Patent Nos. 6,196,459, 6,014,748 and 5,889,941 (the "CTC Patents") as well as related intellectual property rights as further defined herein.

C. DataCard, CTC and NBS are parties to a certain Settlement Agreement (the "Settlement Agreement").

D. Pursuant to the terms of the Settlement Agreement, DataCard, CTC and NBS agreed to enter into this Agreement to provide (i) certain rights to DataCard in and to the CTC Patents and related intellectual property rights as set forth herein and (ii) certain rights to the CTC Parties in and to the DataCard Patents and related intellectual property rights as set forth herein, in each case subject to and in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, each of which is incorporated by reference herein as an essential term hereof, the mutual promises, covenants, conditions and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

In addition to the terms defined above, the following terms shall have the following meanings as used in this Agreement:

1.1 "Affiliate" when used in reference to a specified Person, means any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the specified Person. For purposes of this definition, "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meaning correlative to the foregoing.

1.2 "Division or Business Unit" means an element or segment of a company representing a specific business function or specializing in a particular product or service line within the company.

1.3 "Card Personalization Business" means the business of designing, developing, manufacturing, marketing, selling, servicing and/or supporting equipment, machines, products, systems, hardware, software and/or supplies used to make and issue personalized cards and secure identity solutions, including, without limitation, credit, debit, and financial cards, identification cards, badges, licenses, passports, smart cards (e.g., SIM cards and integrated circuit cards), and other similar cards and credentials.

1.4 "CTC Intellectual Property" means the CTC Patents and Patent Rights (as hereinafter defined) related to the CTC Patents.

1.5 "CTC Parties Product" means any equipment, machines, hardware, software, supplies, systems, or component parts thereof, that (i) are manufactured by the CTC Parties or their Affiliates, or (ii) are designed in whole or in part by the CTC Parties or their Affiliates but manufactured by one or more Third Parties, including but not limited to systems in which at least one material component thereof was manufactured or designed by the CTC Parties or their Affiliates.

1.6 "DataCard Intellectual Property" means the DataCard Patents and Patent Rights (as hereinafter defined) related to the DataCard Patents.

1.7 "DataCard Product" means any equipment, machines, hardware, software, supplies, systems, or component parts thereof, that (i) are manufactured by DataCard or its Affiliates, or (ii) are designed in whole or in part by DataCard or its Affiliates but manufactured by one or more Third Parties, including but not limited to systems in which at least one material component thereof was manufactured or designed by DataCard or its Affiliates.

1.8 "Governmental Authority" means any (i) nation, state, county, city, town, village, district or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign or other government; (iii) governmental or quasi governmental authority of any nature (including any governmental agency, branch, board, commission, department, instrumentality, office or other entity, and any court or other tribunal); (iv) multi-national organization or body; and/or (v) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

1.9 "Intellectual Property Right" means, as applicable, the DataCard Intellectual Property or the CTC Intellectual Property.

1.10 "Patent Rights" means, with respect to any patent, any continuation, continuation-in-part, division, reexamination, reissue, extension, substitution, renewal, foreign counterpart, application, or equivalent of that patent, any patent applications related to any of the foregoing or claiming priority to any patent or patent application to which any of the foregoing claim priority, and any claim of any United States or foreign patent or patent application on which foreign patent or foreign patent application a claim of priority is made upon one or more of the above referenced U.S. patents.

1.11 "Person" means and includes any individual, corporation, trust, estate, firm, partnership, joint venture, company, association, league, Governmental Authority, or any other entity regardless of the type or nature thereof.

1.12 "Third Party" or "Third Parties" means any Person other than a Party to this Agreement or an Affiliate of a Party to this Agreement.

ARTICLE 2 LICENSES AND LIMITATIONS

2.1 Grant of Non-Exclusive License to DataCard. Subject to the terms, covenants, conditions and limitations of this Agreement, the CTC Parties hereby grant to DataCard, and DataCard hereby accepts, a non-exclusive, irrevocable, royalty-free and fully paid up, worldwide license and right to use the CTC Intellectual Property in DataCard Products for the Card Personalization Business.

2.2 Grant of Non-Exclusive License to the CTC Parties. Subject to the terms, covenants, conditions and limitations of this Agreement, DataCard hereby grants to the CTC Parties, and the CTC Parties hereby accept, a non-exclusive, irrevocable, royalty-free and fully paid up, worldwide license and right to use the DataCard Intellectual Property in the CTC Parties Products for the Card Personalization Business.

2.3 Limited Right of Sublicense.

2.3.1 Right of DataCard. DataCard shall have the limited right to sublicense its rights in and to the CTC Intellectual Property hereunder only to Persons in the distribution chain of the Card Personalization Business as operated by DataCard, including (without limitation) DataCard's suppliers, manufacturers, distributors, authorized resellers, and customers; provided, however, that the foregoing limited right to sublicense DataCard's rights in and to the CTC Intellectual Property hereunder shall only permit (or be deemed to permit) such Person within DataCard's distribution chain (i) to use the CTC Intellectual Property to conduct the Card Personalization Business for DataCard and its Affiliates or in furtherance of DataCard's conducting of the Card Personalization Business, or (ii) in the case of distributors and authorized resellers, to advertise, market, offer for sale and resell goods or services purchased or acquired from DataCard for resale, or (iii) in the case of customers who purchase DataCard Products or related services from DataCard and its Affiliates, or its distributors and resellers, to use the CTC Intellectual Property only for that customer's use of DataCard Products or related services or in connection with DataCard Products or related services. DataCard shall have the right to provide such sublicenses both prospectively and retrospectively, and both expressly and impliedly.

2.3.2 Covenant Not To Sue for Past Infringement. The CTC Parties covenant and agree not to sue or commence any action or legal proceeding, anywhere in the world, against DataCard or any Person in DataCard's distribution chain, including (without limitation) DataCard's suppliers, manufacturers, distributors, authorized resellers, sublicensees, and customers, for any infringement or alleged infringement of any CTC Intellectual Property arising out of such Person's purchase, manufacture, sale, offer to sell, servicing, or customization of any DataCard products or related services or in connection with DataCard Products or related services, which has occurred prior to the date hereof.

2.3.3 Right of CTC Parties. The CTC Parties shall have the limited right to sublicense their rights in and to the DataCard Intellectual Property hereunder only to Persons in the distribution chain of the Card Personalization Business as operated by the CTC Parties, including (without limitation) the CTC Parties' suppliers, manufacturers, distributors, authorized resellers, and customers; provided, however, that the foregoing limited right to sublicense the CTC Parties' rights in and to the DataCard Intellectual Property hereunder shall only permit (or be deemed to permit) such Person within the CTC Parties' distribution chain (i) to use the DataCard Intellectual Property to conduct the Card Personalization Business for the CTC Parties and their Affiliates or in furtherance of the CTC Parties' conducting of the Card Personalization Business, or (ii) in the case of distributors and authorized resellers, to advertise, market, offer for sale and resell goods or services purchased or acquired from the CTC Parties for resale, or (iii) in the case of customers who purchase CTC Parties Products or related services from the CTC Parties and their Affiliates, or their distributors and resellers, to use the DataCard Intellectual Property only for that customer's use of the CTC Parties Products or related services or in connection with the CTC Parties Products or related services. The CTC Parties shall have the right to provide such sublicenses both prospectively and retrospectively, and both expressly and impliedly.

2.3.4 Covenant Not To Sue for Past Infringement. DataCard covenants and agrees not to sue or commence any action or legal proceeding, anywhere in the world, against the CTC Parties or any Person in the CTC Parties' distribution chain, including (without limitation) the CTC Parties' suppliers, manufacturers, distributors, authorized resellers, sublicensees, and customers, for any infringement or alleged infringement of any DataCard Intellectual Property arising out of such Person's purchase, manufacture, sale, offer to sell, servicing, or customization of any CTC Products or related services or in connection with CTC Products or related services, which has occurred prior to the date hereof.

2.3.5 Challenging Patent Rights. Notwithstanding anything herein, if a Party or its Affiliate (or their successors or assigns) asserts its Patent Rights in an infringement suit, the defending Party shall have full rights to challenge the validity and enforceability of the Patent Rights thereafter.

2.4 Assignability. No Party may assign this Agreement without the written consent of the other party hereto in writing; except that a Party may assign this Agreement and the licenses received by the Party under this Agreement without the licensor Party's prior consent in connection with the sale of all or substantially all of the assets of the licensee, or a licensee's Division or Business Unit practicing the Intellectual Property Right(s) being assigned at the time of sale, or any other change-of-control transaction(s) including a stock sale, merger, or

consolidation of the licensee. Notwithstanding the foregoing, no assignment in or as a result of bankruptcy is permitted. For the avoidance of doubt, the restrictions on assignment set forth in this Section 2.4 are not intended, and shall not be deemed, to alter the limited rights of the Parties to grant sublicenses provided under Section 2.3.

2.5 Legal Title and Ownership. Legal title and ownership in and to the DataCard Intellectual Property is and will remain irrevocably vested in DataCard or its successors and assigns. Legal title and ownership in and to the CTC Intellectual Property is and will remain irrevocably vested in CTC, NBS, or NBS US, as applicable, or their successors and assigns.

2.6 Term. The licenses in Intellectual Property Rights granted in this Article 2 of this Agreement shall continue, with respect to each individual Intellectual Property Right, for a period not to exceed the expiration of such individual Intellectual Property Right. Notwithstanding anything herein, the Parties are not obligated to maintain, pursue applications, pay maintenance, or otherwise take action to preserve their respective Patents, Patent Rights and Intellectual Property Rights.

2.7 Right to File, Register, or Record. Any Party to this Agreement shall have the right to freely file, register, or record this Agreement in any patent office or governmental authority, anywhere in the world.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of DataCard. DataCard represents and warrants to the CTC Parties as follows:

3.1.1 DataCard has the legal power and authority to enter into this Agreement, and this Agreement is binding upon DataCard in accordance with its terms;

3.1.2 The execution, delivery and performance of this Agreement by DataCard will not violate any provision of, or be an event that is, or with the passage of time will result in, a violation of, or result in the acceleration of or entitle any Person to accelerate (whether after the giving of notice or lapse of time or both) any obligation under or pursuant to any license, lien, lease, agreement, instrument, order, award, judgment or decree to which DataCard is a party or by which it or any of its assets is bound;

3.1.3 Schedule A is, to the best of DataCard's belief, a true and correct list of all DataCard Patent Rights related to the DataCard Patents, although its attachment hereto is by way of example only and is not intended to restrict or otherwise or in any way limit the DataCard Intellectual Property defined above;

3.1.4 DataCard owns good and valid title to the DataCard Intellectual Property. DataCard makes no warranties, express or implied, concerning validity or enforceability of the DataCard Intellectual Property;

3.1.5 As of the date hereof, after giving effect to the Settlement Agreement (including, without limitation, this Agreement), DataCard will not be insolvent (either because

its financial condition is such that the sum of its debts is greater than the fair market value of its assets or because the fair saleable value of its assets is less than the amount required to pay its probable liabilities on its existing debts as they mature).

3.1.6 DataCard has no present intention to file a petition in bankruptcy, nor any basis to believe that it will file, or have filed against it, any petition in bankruptcy in the future, and to its knowledge, no creditor of DataCard has an intention to, or valid basis upon which to, file a petition in bankruptcy against DataCard in the future.

3.2 Representations and Warranties of the CTC Parties. The CTC Parties, jointly and severally, represent and warrant to DataCard as follows:

3.2.1 Each of CTC, NBS and NBS US has the legal power and authority to enter into this Agreement, and this Agreement is binding upon each of CTC, NBS, and NBS US in accordance with its terms;

3.2.2 The execution, delivery and performance of this Agreement by CTC, NBS and NBS US will not violate any provision of, or be an event that is, or with the passage of time will result in, a violation of, or result in the acceleration of or entitle any Person to accelerate (whether after the giving of notice or lapse of time or both) any obligation under or pursuant to any license, lien, lease, agreement, instrument, order, award, judgment or decree to which CTC, NBS, or NBS US is a party or by which it or any of its assets is bound;

3.2.3 Schedule B is, to the best of the CTC Parties' belief, a true and correct list of all CTC Parties Patent Rights related to the CTC Patents, although its attachment hereto is by way of example only and is not intended to restrict or otherwise or in any way limit the CTC Intellectual Property defined above;

3.2.4 The CTC Parties own good and valid title to the CTC Intellectual Property. The CTC Parties make no warranties, express or implied, concerning validity or enforceability of the CTC Intellectual Property;

3.2.5 As of the date hereof, after giving effect to the Settlement Agreement (including, without limitation, this Agreement), the CTC Parties, either individually or taken as a whole, will not be insolvent (either because its or their financial condition is such that the sum of its or their debts is greater than the fair market value of its or their assets or because the fair saleable value of its or their assets is less than the amount required to pay its or their probable liabilities on its or their existing debts as they mature).

3.2.6 None of the CTC Parties has any present intention to file a petition in bankruptcy, or any basis to believe that any CTC Party will file, or have filed against it, any petition in bankruptcy in the future, and to their knowledge, no creditor of any of the CTC Parties has an intention to, or valid basis upon which to, file a petition in bankruptcy against any CTC Party in the future.

ARTICLE 4 ARBITRATION

4.1 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association International Centre for Dispute Resolution in accordance with its then in force International Dispute Resolution Procedures. The arbitration hearing shall take place in Minneapolis, Minnesota before a single arbitrator. The arbitrator shall be appointed pursuant to the AAA Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court or courts having jurisdiction thereof.

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1 Bankruptcy of a Party. The Parties agree that if any Party files, or has filed against it, a petition in bankruptcy, this Agreement (including, without limitation, the licenses granted hereunder) shall not be terminated or rejected due to such bankruptcy action. By way of clarification, it is the intention of the Parties to protect the licenses granted hereunder as a matter of legal right if at all possible. Any controversy, claim, or issue arising out of or related in any way to this Agreement and arising in any bankruptcy action or proceeding, shall be resolved solely pursuant to this Agreement and under the procedures of Article 4 hereof.

5.2 Notices. Notices, consents, requests, demands and other communications permitted or required to be given hereunder will be deemed sufficient if given in writing and if delivered personally, by reputable overnight courier, by United States registered or certified mail, postage prepaid, return receipt requested, or by confirmed facsimile, telecopy, telegraph, telex or similar telegraphic communication equipment, addressed to the parties as set forth below or at such other addresses as the respective parties may designate by like communication from time to time. Communications so given will be effective upon: (a) receipt by the party to which notice is given; (b) on the fourth (4th) day following the date such communication was posted; or (c) the date of transmission, whichever occurs first.

If to DataCard: Lisa Tibbits
General Counsel
DataCard Corporation
11111 Bren Road West
Minnetonka, Minnesota 55447
lisa_tibbits@datacard.com

With a copy to: John B. Lunseth II
Briggs and Morgan, P.A.
2200 IDS Center, 80 South 8th Street
Minneapolis, Minnesota 55402
jlunseth@briggs.com

If to the Bryan Hills

CTC Parties: CEO
NBS Technologies, Inc.
703 Evans Avenue, Suite 400
Toronto, Ontario
CANADA M9C 5E9
E-Mail: bhills@nbstech.com

With a Copy To: Laurence A. Silverman, *pro hac vice*
Bracewell & Giuliani LLP
1251 Avenue of the Americas, 49th Floor
New York, New York 10020-1104
Facsimile: 800-404-3970
E-Mail: larry.silverman@bgllp.com

5.3 Relationship of the Parties. Nothing in this Agreement shall be construed to constitute the parties as principal and agent, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking. The parties understand and agree that, except as specifically provided for herein, neither party grants to the other party the power or authority to make or give any agreement, statement, representation, warranty or other commitment on its behalf, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on its behalf, or to transfer, release or waive any of its right, title or interest.

5.4 Force Majeure. If the performance of any part of this Agreement by any party or of any obligation under this Agreement, is prevented, restricted, interfered with or delayed by reason of any cause beyond the reasonable control of the party liable to perform, unless conclusive evidence to the contrary is provided, the party so affected shall, on giving written notice to the other party, be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the affected party shall use its reasonable best efforts to avoid or remove such causes of nonperformance and shall continue performance with the utmost dispatch whenever such causes are removed. When such circumstances arise, the parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

5.5 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Each and every successor in interest to any party, whether such successor acquires such interest by way of assignment, purchase, conveyance, pledge, hypothecation, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. The rights of the parties, and their successors in interest, as among themselves, shall be governed by the terms of this Agreement, and the right of any party, or successor in interest to assign, sell, or otherwise transfer or deal with its interests under this Agreement, shall be subject to the limitations and restrictions of this Agreement.

5.6 Amendment. No change, modification, or amendment of this Agreement shall be valid or binding on the parties unless such change or modification shall be in writing signed by the party or parties against whom the same is sought to be enforced.

5.7 No Waiver. The failure of any party to insist on strict performance of a covenant hereunder or of any obligation hereunder shall not be a waiver of such party's right to demand strict compliance therewith in the future nor shall the same be construed as a novation of this Agreement.

5.8 Integration. This Agreement is an Exhibit to that certain Settlement Agreement entered into by the Parties, and such Settlement Agreement and its Exhibits constitute the entire agreement between the Parties as regards the subject matter hereof.

5.9 Captions. Titles or captions of articles, sections and paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

5.10 Counterparts and Electronic Signatures. This Agreement may be executed in multiple copies, each of which shall for all purposes constitute an Agreement, binding on the parties, and each party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required. The counterparts of this Agreement may be executed and delivered by facsimile signature or by electronic signature by any of the parties to the other party, and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

5.11 Applicable Law. This Agreement shall be interpreted, construed and enforced in accordance with the substantive laws of the State of Minnesota, except that with respect to any issues concerning any patent, U.S. federal law will apply to the extent applicable.

5.12 Severability. In the event any provision, clause, sentence, phrase, or word hereof or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

5.13 Costs and Expenses. Unless otherwise provided in this Agreement, each party shall bear all fees and expenses incurred in performing its obligations under this Agreement.

**[Intentionally Left Blank;
Signature Page Follows]**

[License Agreement – Signature Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

DATACARD:

DATACARD CORPORATION

By _____

Name: Todd Wilkinson

Title: Chief Executive Officer

CTC:

**CARD TECHNOLOGY
CORPORATION**

By _____

Name: Bryan Hills

Title: Chief Executive Officer

NBS:

NBS TECHNOLOGIES, INC.

By _____

Name: Bryan Hills

Title: Chief Executive Officer

NBS US:

NBS TECHNOLOGIES (US), INC.

By _____

Name: Bryan Hills

Title: Chief Executive Officer

[License Agreement – Signature Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

DATACARD:

DATACARD CORPORATION

By _____
Name: Todd Wilkinson
Title: Chief Executive Officer

CTC:

CARD TECHNOLOGY
CORPORATION

By B Hills
Name: Bryan Hills
Title: Chief Executive Officer

NBS:

NBS TECHNOLOGIES, INC.

By B Hills
Name: Bryan Hills
Title: Chief Executive Officer

NBS US:

NBS TECHNOLOGIES (US), INC.


By B Hills
Name: Bryan Hills
Title: Chief Executive Officer

[License Agreement – Signature Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

DATACARD:

DATACARD CORPORATION

By 
Name: Todd Wilkinson
Title: Chief Executive Officer

CTC:

**CARD TECHNOLOGY
CORPORATION**

By _____
Name: Bryan Hills
Title: Chief Executive Officer

NBS:

NBS TECHNOLOGIES, INC.

By _____
Name: Bryan Hills
Title: Chief Executive Officer

SCHEDULE A

DataCard Patent Rights

S-A-1

Schedule A

Patents at Issue in the DataCard Litigation and Related Patents and Patent Applications

U.S. Patent No. 5,266,781 and Related Patents and Utility Models

| Country/ Jurisdiction | Patent No. | Patent Application No. | Title | Issue Date | Status | Owner |
|--------------------------|---------------------------------------|------------------------------|--------------------------------------|--|---|-------------------------|
| US | 5,266,781 | 07/745,597 | Modular Card Processing System | 11/30/1993 | In Force | DataCard Corporation |
| US | 5,451,037 | 08/079,467 | Modular Card Processing System | 9/19/1995 | In Force | DataCard Corporation |
| Europe (EP) | 0672281 | 92918873.8 | Modular Card Processing System | Granted: 9/29/1999 | In force in France, Germany, and Italy | DataCard Corporation |
| France | 0672281 (based on EP 0672281) | 92918873.8 | Modular Card Processing System | Based on European patent granted 9/29/1999 | In Force | DataCard Corporation |
| Germany | 69230074 (based on EP 0672281) | 92918873.8 | Modular Card Processing System | Based on European patent granted 9/29/1999 | In Force | DataCard Corporation |
| Germany | 9219101 U1 (Utility Model) | | Modular Card Processing System | 11/13/1997 | Expired | DataCard Corporation |
| Italy | 929188738 (based on EP 0672281) | 92918873.8 | Modular Card Processing System | Based on European patent granted 9/29/1999 | In Force | DataCard Corporation |
| Japan | 3607954 | 2001- 306926 | Indent Module | 10/22/2004 | Abandoned | DataCard Corporation |
| Spain | 2139606 (based on EP 0672281) | 92918873.8 | Modular Card Processing System | Based on European patent granted 9/29/1999 | Abandoned | DataCard Corporation |

| Country/ Jurisdiction | Patent No. | Patent Application No. | Title | Issue Date | Status | Owner |
|--------------------------|-------------------------------------|------------------------------|--------------------------------------|--|-----------|-------------------------|
| UK | 0672281 (based on EP 0672281) | 92918873.8 | Modular Card Processing System | Based on European patent granted 9/29/1999 | Abandoned | DataCard Corporation |

Patent Applications Related to U.S. Patent No. 5,266,781

| Country/ Jurisdiction | Patent Application No. | Title | Filing Date | Status | Owner |
|--------------------------|---------------------------|-----------------------------------|-------------|-----------|-------------------------|
| US | 08/500,536 | Modular Card Processing System | 7/11/1995 | Abandoned | |
| PCT | PCT/US92/06892 | Modular Card Processing System | 8/14/1992 | Expired | DataCard Corporation |
| Europe (EP) | 99101237.8 | Modular Card Processing System | 1/22/1999 | Abandoned | DataCard Corporation |
| Europe (EP) | 03000330.5 | Modular Card Processing System | 1/9/2003 | Abandoned | DataCard Corporation |
| Europe (EP) | 03000331.3 | Modular Card Processing System | 1/9/2003 | Abandoned | DataCard Corporation |
| Hong Kong | 98114225.1 | Modular Card Processing System | 8/14/1992 | Abandoned | DataCard Corporation |
| Japan | 5-504499 | Modular Card Processing System | 8/14/1992 | Abandoned | DataCard Corporation |
| Japan | 2001-257053 | Module Type Input Hopper | 8/27/2001 | Abandoned | DataCard Corporation |
| Japan | 2001-306925 | Modular Card Processing System | 8/27/2001 | Abandoned | DataCard Corporation |

Patent Reexaminations Related to U.S. Patent No. 5,266,781

| Country | Reexamination Control No. | Patent No. of Reexamined Patent | Filing Date | Status | Patent Owner |
|---------|------------------------------|---------------------------------------|-------------|--|-------------------------|
| US | 90/008,201 | 5,266,781 | 8/31/2006 | Reexamination Certificate Issued | DataCard Corporation |

U.S. Patent No. 6,474,925 and Related Patents

| Country/ Jurisdiction | Patent No. | Patent Application No. | Title | Issue Date | Status | Owner |
|--------------------------|------------|------------------------------|---|---------------|----------|--|
| US | 6,474,925 | 09/375,394 | Linear Personalization Machine | 11/5/2002 | In Force | DataCard Corporation |
| France | 2775098 | 19980001828 | Vertically Positioned, Linear Device for the Individualization of Smart Cards by Input of Personal Detail | 5/12/2000 | In Force | DataCard Corporation (purchased assets of Gilles Leroux SA) |
| Japan | 4104792 | 19990230580 | Linear Individualizing Device | 4/4/2008 | In Force | DataCard Corporation (purchased assets of Gilles Leroux SA) |

Patent Applications Related to U.S. Patent No. 6,474,925

| Country/ Jurisdiction | Patent Application No. | Title | Filing Date | Status | Owner |
|--------------------------|---------------------------|-------------------------------------|----------------|---------|-------------------------|
| Europe (EP) | 99402031.1 | Linear Personalisation Device | 8/10/1999 | Pending | DataCard Corporation |

Patent Reexaminations Related to U.S. Patent No. 6,474,925

| Country | Reexamination Control No. | Patent No. of Reexamined Patent | Filing Date | Status | Patent Owner |
|---------|------------------------------|---------------------------------------|-------------|--|-------------------------|
| US | 90/008,208 | 6,474,925 | 8/31/2006 | Reexamination Certificate Issued | DataCard Corporation |
| US | 90/009,173 | 6,474,925 | 6/6/2008 | Reexamination Certificate Issued | DataCard Corporation |

U.S. Patent No. 7,806,338 and Related Patents

| Country/ Jurisdiction | Patent No. | Patent Application No. | Title | Issue Date | Status | Owner |
|--------------------------|------------|------------------------------|--|---------------|----------|-------------------------|
| US | 7,806,338 | 11/832,481 | Real Time Card Printing Systems and Methods | 10/5/2010 | In Force | DataCard Corporation |

Patent Applications Related to U.S. Patent No. 7,806,338

| Country/ Jurisdiction | Patent Application No. | Title | Filing Date | Status | Owner |
|--------------------------|---------------------------|---|----------------|---------|---|
| US | 12/840,001 | Real Time Card Printing Systems and Methods | 7/20/2010 | Pending | DataCard Corporation |
| PCT | PCT/US08/71923 | Real Time Card Printing Systems and Methods | 8/1/2008 | Expired | DataCard Corporation (purchased from Dynamic Solutions International) |
| Canada | 2722297 | Real Time Card Printing Systems and Methods | 8/1/2008 | Pending | DataCard Corporation (purchased from Dynamic Solutions International) |

U.S. Patent No. 7,753,279 and Related Patents

| Country/ Jurisdiction | Patent No. | Patent Application No. | Title | Issue Date | Status | Owner |
|--------------------------|------------|------------------------------|---|---------------|----------|-------------------------|
| US | 6,902,107 | 10/346,849 | Card Personalization System and Method | 6/7/2005 | In Force | DataCard Corporation |

| Country/ Jurisdiction | Patent No. | Patent Application No. | Title | Issue Date | Status | Owner |
|--------------------------|--|------------------------------|---|--|---|-------------------------|
| US | 7,458,515 | 11/111,456 | Card Personalization System and Method for the Same | 12/2/2008 | In Force | DataCard Corporation |
| US | 7,753,279 | 12/034,848 | Card Personalization System and Method for the Same | 7/13/2010 | In Force | DataCard Corporation |
| Europe (EP) | 1472648 | 03735038.6 | Card Personalization System and Method | Granted: 4/16/2008 | In force in Austria, France, Germany, Italy, and the Netherlan ds | DataCard Corporation |
| Austria | 1472648 (based on EP 1472648) | 20030735038T | Card Personalization System and Method | Based on European patent granted 4/16/2008 | In Force | DataCard Corporation |
| France | 1472648 (based on EP 1472648) | 03735038.6 | Card Personalization System and Method | Based on European patent granted 4/16/2008 | In Force | DataCard Corporation |
| Germany | 60320377.9 (based on EP 1472648) | 60320377.9 | Card Personalization System and Method | Based on European patent granted 4/16/2008 | In Force | DataCard Corporation |
| Italy | 1472648 (based on EP 1472648) | 03735038.6 | Card Personalization System and Method | Based on European patent granted 4/16/2008 | In Force | DataCard Corporation |
| Japan | 4447920 | 2003-564814 | Card Personalization System and Method | 1/29/2010 | In Force | DataCard Corporation |

| Country/ Jurisdiction | Patent No. | Patent Application No. | Title | Issue Date | Status | Owner |
|--------------------------|-------------------------------------|------------------------------|---|--|----------|-------------------------|
| Netherlands | 1472648 (based on EP 1472648) | 03735038.6 | Card Personalization System and Method | Based on European patent granted 4/16/2008 | In Force | DataCard Corporation |
| South Korea | 1014979 | 2004-7011667 | Card Personalization System and Method | 2/8/2011 | In Force | DataCard Corporation |
| South Korea | 0978176 | 2009-7021868 | Roller for a Card Personalization System | 8/19/2010 | In Force | DataCard Corporation |

Patent Applications Related to U.S. Patent No. 7,753,279

| Country/ Jurisdiction | Patent Application No. | Title | Filing Date | Status | Owner |
|--------------------------|---------------------------|--|----------------|---------|-------------------------|
| US | 60/352,648 | Card Personalization System and Method | 1/28/2002 | Expired | |
| US | 12/794,888 | Card Personalization System and Method | 6/7/2010 | Pending | DataCard Corporation |
| PCT | PCT/US03/02474 | Card Personalization System and Method | 1/27/2003 | Expired | DataCard Corporation |
| Europe (EP) | 08005204.6 | Card Personalization System and Method | 3/19/2008 | Pending | DataCard Corporation |
| Europe (EP) | 10155957.3 | Card Personalization System and Method | 3/9/2010 | Pending | DataCard Corporation |
| Hong Kong | 09104114.4 | Card Personalization System and Method | 3/19/2008 | Pending | DataCard Corporation |
| Hong Kong | 11106759.5 | Card Personalization System and Method | 7/01/2011 | Pending | DataCard Corporation |

Patent Reexaminations Related to U.S. Patent No. 7,753,279

| Country | Reexamination Control No. | Patent No. of Reexamined Patent | Filing Date | Status | Patent Owner |
|---------|------------------------------|---------------------------------------|----------------|---------|-------------------------|
| US | 95/001,570 | 7,753,279 | 3/8/2011 | Pending | DataCard Corporation |

SCHEDULE B

**Card Technology Corporation, NBS Technologies and
NBS Technologies (US) Patent Rights**

Schedule B

PATENTS AND PATENT APPLICATIONS IN FORCE

| TITLE | SERIAL NUMBER | COUNTRY/ JURISDICTION | FILING DATE | STATUS | ISSUE DATE | PATENT NUMBER |
|--|------------------|--------------------------|----------------|---------|---------------|------------------|
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | Austria | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 2729897 | Australia | 14-Apr-97 | Issued | 20-Jul-00 | 717870 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | Belgium | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | PI9708673-8 | Brazil | 14-Apr-97 | Pending | | |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 2251689 | Canada | 14-Apr-97 | Issued | 18-Sep-07 | 2251689 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97195304X | China | 14-Apr-97 | Issued | 2-Feb-05 | ZL97195304.X |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | Switzerland | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | Germany | 14-Apr-97 | Issued | 26-Mar-03 | 69720201.1 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | Denmark | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | EPO | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 6020123.3 | EPO | 14-Apr-97 | Pending | | |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | Spain | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |

| TITLE | SERIAL NUMBER | COUNTRY/ JURISDICTION | FILING DATE | STATUS | ISSUE DATE | PATENT NUMBER |
|---|------------------|----------------------------|----------------|---------|---------------|------------------|
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | Finland | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | France | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | United Kingdom | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | Greece (Hellenic Republic) | 14-Apr-97 | Issued | 26-Mar-03 | 2003042288 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 100192.6 | Hong Kong | 14-Apr-97 | Issued | 9-Sep-05 | 1021424 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | Ireland | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 126583 | Israel | 14-Apr-97 | Issued | 12-May-02 | 126583 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | Italy | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 2005243309 | Japan | 24-Aug-05 | Pending | | |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 2009272710 | Japan | 24-Aug-05 | Pending | | |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 98708266 | Korea | 14-Apr-97 | Issued | 5-Aug-05 | 10-0508351 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | PA/a/1998/008543 | Mexico | 14-Apr-97 | Issued | 13-Sep-02 | 210305 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | Netherlands | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |

| TITLE | SERIAL NUMBER | COUNTRY/ JURISDICTION | FILING DATE | STATUS | ISSUE DATE | PATENT NUMBER |
|--|------------------|--------------------------|----------------|---------|---------------|------------------|
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 19984821 | Norway | 14-Apr-97 | Allowed | | |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 332406 | New Zealand | 14-Apr-97 | Issued | 10-May-01 | 332406 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | Portugal | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 98120446 | Russian Fed | 14-Apr-97 | Issued | 9-Mar-05 | 2260849 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 97921189.3 | Sweden | 14-Apr-97 | Issued | 26-Mar-03 | 894312 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 9805406-7 | Singapore | 14-Apr-97 | Issued | 18-Apr-00 | 57074 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 08/755,459 | USA | 22-Nov-96 | Issued | 30-Mar-99 | 5889941 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 09/139,163 | USA | 24-Aug-98 | Issued | 11-Jan-00 | 6014748 |
| SYSTEM AND METHOD FOR SMART CARD PERSONALIZATION | 09/416,252 | USA | 12-Oct-99 | Pending | | |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 12/987,875 | USA | 10-Jan-11 | Pending | | |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 2010241355 | Australia | 11-May-99 | Pending | | |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | PI9910382-6 | Brazil | 11-May-99 | Pending | | |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 2331494 | Canada | 11-May-99 | Issued | 20-Jul-10 | 2331494 |

| TITLE | SERIAL NUMBER | COUNTRY/ JURISDICTION | FILING DATE | STATUS | ISSUE DATE | PATENT NUMBER |
|---|------------------|--------------------------|----------------|---------|---------------|------------------|
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 2709296 | Canada | 11-May-99 | Pending | | |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 99808521.9 | China | 11-May-99 | Issued | 2-Jun-10 | ZL99808521.9 |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 99921884.5 | EPO | 11-May-99 | Pending | | |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 2000548844 | Japan | 11-May-99 | Pending | | |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 2010061547 | Japan | 11-May-99 | Pending | | |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 10-2000-7012609 | Korea | 11-May-99 | Pending | | |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | PI99001867 | Malaysia | 11-May-99 | Issued | 30-Apr-04 | MY-117046-A |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 88107595 | Taiwan R.O.C. | 11-May-99 | Issued | 20-Jun-00 | 112179 |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 09/076,022 | USA | 11-May-98 | Issued | 6-Mar-01 | 6196459 |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 10/693,836 | USA | 23-Oct-03 | Issued | 10-Mar-09 | 7500601 |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 12/364,292 | USA | 2-Feb-09 | Pending | | |
| VIRTUAL CARD PERSONALIZATION SYSTEM | 88112208 | Taiwan R.O.C. | 19-Jul-99 | Issued | 9-Mar-01 | 122085 |
| VIRTUAL CARD PERSONALIZATION SYSTEM | 09/126,363 | USA | 30-Jul-98 | Issued | 13-Mar-01 | 6202155 |

PATENTS AND PATENT APPLICATIONS NOT IN FORCE

S-4

| TITLE | SERIAL NUMBER | COUNTRY/ JURISDICTION | FILING DATE | STATUS | ISSUE DATE | PATENT NUMBER |
|---|------------------|--------------------------|----------------|-----------------------------|---------------|-----------------------------------|
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Austria | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 341052 (based on EP 1333408) |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Belgium | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Denmark | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Europe | 14-Apr-97 | Revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Finland | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | France | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Germany | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 69736752 (based on EP 1333408) |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Greece | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Ireland | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Italy | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Luxembourg | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Monaco | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Netherlands | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |

| TITLE | SERIAL NUMBER | COUNTRY/ JURISDICTION | FILING DATE | STATUS | ISSUE DATE | PATENT NUMBER |
|--|------------------|--------------------------|----------------|-----------------------------|---------------|----------------------------------|
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Portugal | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Spain | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 2272885 (based on EP 1333408) |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Sweden | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | Switzerland | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 03075844.5 | United Kingdom | 14-Apr-97 | European patent was revoked | 27-Sep-06 | 1333408 |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 60/015,743 | USA | 15-Apr-96 | Expired | | |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 11/626,219 | USA | 23-Jan-07 | Abandoned | | |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | PCT/US97/06204 | PCT | 14-Apr-97 | Expired | | |
| VIRTUAL CARD PERSONALIZATION SYSTEM | PCT/US99/15834 | PCT | 14-Jul-99 | Expired | | |
| SYSTEM AND APPARATUS FOR SMART CARD PERSONALIZATION | 9-537290 | Japan | 14-Apr-97 | Abandoned | | |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 09/798,455 | USA | 2-Mar-01 | Abandoned | | |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | PCT/US99/10328 | PCT | 11-May-99 | Expired | | |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 2007200855 | Australia | 27-Feb-07 | Lapsed | | |
| SMART CARD PERSONALIZATION | 2003236380 | Australia | 20-Aug-03 | Lapsed | | |

| TITLE | SERIAL NUMBER | COUNTRY/ JURISDICTION | FILING DATE | STATUS | ISSUE DATE | PATENT NUMBER |
|---|------------------|--------------------------|----------------|--------|---------------|------------------|
| IN A MULTISTATION ENVIRONMENT | | | | | | |
| SMART CARD PERSONALIZATION IN A MULTISTATION ENVIRONMENT | 19990038985 | Australia | 11-May-99 | Lapsed | | |

PATENT REEXAMINATIONS

| COUNTRY | REEXAMINATION CONTROL NO. | PATENT NO. OF REEXAMINED PATENT | FILING DATE | STATUS |
|---------|------------------------------|---------------------------------------|----------------|----------------------------------|
| USA | 90/008,519 | 6,014,748 | 6-Mar-07 | Reexamination Certificate Issued |
| USA | 90/008,520 | 5,889,941 | 19-Mar-07 | Reexamination Certificate Issued |
| USA | 90/008,517 | 6,196,459 | 5-Mar-07 | Reexamination Certificate Issued |
| USA | 90/010,717 | 6,196,459 | 19-Nov-09 | Reexamination Certificate Issued |

Exhibit C

Patent Security Agreements

PATENT SECURITY AGREEMENT

Dated: July 2, 2011

WHEREAS, NBS TECHNOLOGIES, INC., an Ontario corporation at 703 Evans Avenue, Suite 400, Toronto, Ontario, M9C 5E9, Canada ("NBS"), CARD TECHNOLOGY CORPORATION, a Delaware corporation and a wholly owned subsidiary of NBS Technologies, Inc., at 10925 Bren Road East, Hopkins, MN 55343-9613 ("CTC"), and NBS Technologies (US), Inc., a wholly owned subsidiary of CTC (collectively, together with its successors and assigns, the "Grantor"), own the patents, patent registrations and patent applications listed on Schedule 1 annexed hereto, and are parties to the patent licenses listed on Schedule 1 annexed hereto (collectively the "Patents"); and

WHEREAS, Grantor and DATACARD CORPORATION, a Delaware corporation, at 11111 Bren Road West, Minnetonka, MN 55343, (herein, together with its successors and assigns, "Grantee"), are parties to a certain License Agreement dated as of July __, 2011 (as same may be amended, restated, supplemented or otherwise modified from time to time, the "License Agreement"); and

WHEREAS, to secure payment and performance of the Grantor's obligations under the License Agreement, the Grantor wishes to grant to the Grantee a security interest in all of the Grantor's right, title and interest in, to and under and to the Patents, together with the other interests constituting the Patent Collateral, as defined below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Grantee as follows:

1. Grant of Security Interest. As collateral security for the payment and performance of the Secured Obligations (as defined below), Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(a) each Patent referred to in Schedule 1 annexed hereto;

(b) with regard to each Patent, any continuation, continuation-in-part, division, reexamination, reissue, extension, substitution, renewal, foreign counterpart, application, or equivalent of that Patent, any patent applications related to any of the foregoing or claiming priority to any patent or patent application to which any of the foregoing claim priority, and any claim of any United States or foreign patent or patent application on which foreign patent or foreign patent application a claim of priority is made upon one or more of the referenced patents.

2. Secured Obligations. The security interest granted hereunder shall secure the payment and performance of all obligations of the Grantor under the License Agreement and all losses and damages, including without limitation bankruptcy related attorneys' fees, that may be incurred by the Grantee as a result of (a) the disclaimer, termination, rejection, repudiation or revocation of the License Agreement in any bankruptcy, receivership or insolvency proceedings affecting the Grantor; or (b) a material impairment caused by Grantor, its Affiliates, or its successors and assigns to the rights granted under the License Agreement, provided, however, that in the event of an impairment to the rights granted under the License Agreement Grantee shall not exercise any of its rights or remedies