

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Paul Headley | 08/16/2011 |
| RECEIVING PARTY DATA | |
| Name: | Veritrix, Inc. |
| Street Address: | 570 Coleridge Avenue |
| City: | Palo Alto |
| State/Country: | CALIFORNIA |
| Postal Code: | 94301 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 13211230 |
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| ATTORNEY DOCKET NUMBER: | 5428.07 (SMC) |
| NAME OF SUBMITTER: | Robert Hayden |
| Total Attachments: 2 source=5428_07-assignment#page1.tif source=5428_07-assignment#page2.tif | |

CH \$40.00 13211230

5428.07 (SMC)**ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, **Paul Headley**, do hereby sell, assign, and transfer to **Veritrix, Inc.**, a **Corporation** with offices at **570 Coleridge Avenue, Palo Alto, CA 94301** ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the United States patent application filed herewith and titled:

"Methods for the Secure Use of One-Time Passwords"

and in and to said application and all utility, divisional, continuing, substitute, renewal, reissue, and all other patent applications which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States patent application; and

Agree that said Assignee may apply for and receive patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its

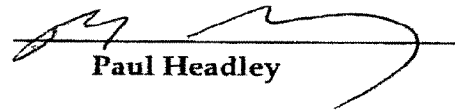
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successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: Aug 16, 2011

Name:


Paul Headley

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