PATENT ASSIGNMENT

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SUBMISSION TYPE:			NEW ASSIGNMENT				
NATURE OF CONVEYANCE:			ASSIGNMENT				
CONVEYING PARTY	DATA						
		N	lame	Execution Date			
Marcos C. Tzannes				12/15/2008			
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PROPERTY NUMBERS Total: 1							
Property Ty	ype		Number				
Application Number:		11828	134				
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Total Attachments: 5 source=120531-16865 source=120531-16865 source=120531-16865 source=120531-16865 source=120531-16865	56_InventorAss 56_InventorAss 56_InventorAss	ignmei ignmei ignmei	nt#page2.tif nt#page3.tif nt#page4.tif	PATENT			
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ASSIGNMENT OF PATENT RIGHTS

The undersigned, Marcos C. Tzannes, an individual residing in Orinda, CA ("Assignor") has invented and wishes to assign the inventions and improvements described and disclosed in the Patent described below (the "Inventions") and Aware, Inc., a Massachusetts corporation, with an office at 40 Middlesex Turnpike, Bedford, Massachusetts 01730 ("Assignee"), desires to acquire the entire right, title and interest in and to the assets and rights convey, assigned, and transferred pursuant to this Assignment of Patent Rights, made effective as of December $\underline{/5}$, 2008 (this "Assignment").

Therefore, for valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby irrevocably and unconditionally conveys, assigns, and transfers to Assignee, the full extent of his right, title, and interest in and to any and all of the following (the "*Rights*").

- The Inventions and all rights in any country of the world with respect to the Inventions;
- The provisional patent applications, patent applications and patents listed in the table below, as well as all letters patent. United States patents or other governmental grants or issuances that may be granted or issued with respect to the Inventions, as well as any and all divisions, continuations (in whole or in part), substitutions, renewal, or other applications claiming priority rights from the Patents or Inventions (the "Patents");
- All reissues, requests for continuing examinations, reexaminations, extensions or registrations of the Patents;
- All non-United States patents, patent applications, and counterparts with respect of the Inventions and the Patents including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, and including the right to file foreign applications directly in the name of Assignee;
- The right to claim priority rights deriving from the Patents and for Assignee to otherwise avail itself of the provisions of the international conventions governing the protection of inventions;
- All causes of action, remedies and other enforcement rights related to the Inventions and the Patents (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the Inventions and the Patents);
- All rights to collect royalties and other payments under or on account of any of the Inventions and the Patents;
- Any and all other rights and interests arising out of, in connection with, or in relation to the Inventions and the Patents; and
- All documents related to the conception, diligence and reduction to practice of the Inventions and all domestic and international patent filing documents.

PATENT REEL: 026847 FRAME: 0042

Patent or Application No.	Country	Filing Date	Title of Patent and Inventor(s)
6,647,068	US	6/7/2002	Variable state length initialization
			Marcos C. Tzannes
7,272,171	US	7/31/2003	Variable state length initialization
			Marcos C. Tzannes
11/828,134	US	7/25/2007	Variable state length initialization
			Marcos C. Tzannes
6,654,410	US	1/16/2002	Fast initialization using seamless rate
			adaptation
			Marcos C. Tzannes
10/459,535	US	6/12/2003	Fast initialization using seamless rate adaptation
			Marcos C. Tzannes
10/760,495	US	1/21/2004	Fast initialization using seamless rate
		37 m 37 m 37 m 37 m	adaptation
			Marcos C. Tzannes
11/156,537	US	6/21/2005	Fast initialization using seamless rate
			adaptation
			Marcos C. Tzannes
11/258,010	US	10/26/2005	Fast initialization using seamless rate
			adaptation
			Marcos C. Tzannes
11/424,981	US	6/19/2006	Fast initialization using seamless rate
			adaptation
			Marcos C. Tzannes
11/672,130	US	2/7/2007	Fast initialization using seamless rate
			adaptation
			Marcos C. Tzannes
11/765,746	US	6/20/2007	Fast initialization using seamless rate adaptation
			Marcos C. Tzannes
12/267,956	US	11/10/2008	Fast initialization using seamless rate adaptation

Patent or				
Application No.	Country	Filing Date	Title of Patent and Inventor(s)	
			Marcos C. Tzannes	Sec. and

Assignor will not execute any writing or do any act conflicting with this Assignment of Patent Rights and, without further compensation, will execute all documents and do such additional acts as Assignee deems necessary or desirable to: perfect enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignor requests the respective patent office or governmental agency in each jurisdiction to grant or issue any and all letters patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Rights in the name of Assignee, as Assignee to the entire interest therein.

A copy of this Assignment will be deemed a full legal and formal equivalent of any document that may be required in any country as proof of the right of Assignee to apply for patent or other protection for any Inventions and to claim the benefit of the right of priority thereto. Assignor grants to Assignee the right, power and authority to insert in this Assignment of Patent Rights any further information or identification that may be necessary or desirable to comply with the applicable rules and procedures for recordation of this Assignment of Patent Rights, or perfecting its benefit, throughout the world.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors or assigns, and anyone properly designated by them and will be binding upon Assignor, his successors or assigns, and anyone properly designated by him.

ASSIGNOR:

Marca (Marcos C. Tzannes, Signature MUST be notarized)

State of ______ Ss. COUNTY OF

On ______, before me, ______, Notary Public in and for said State, personally appeared Marcos C. Tzannes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument,

WITNESS my hand and official seal.

Signature _____ (Seal)

PATENT REEL: 026847 FRAME: 0045

CERTIFICATE OF ACKNOWLEDGMENT California All-Purpose Acknowledgment

State of California County of Contra Costa

On Dec 15 2008 before me, Yohnicia in Kiveram, Notary Public, personally appeared

Marcos d. Tzannes

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/ske/they executed the same in his/hei/their authorized capacity(ies), and that by his/hei/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



Place Notary Seal Above

> PATENT REEL: 026847 FRAME: 0046

RECORDED: 09/01/2011