

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2006
CONVEYING PARTY DATA	
Name	Execution Date
Epic Technologies, Inc	10/25/2011
RECEIVING PARTY DATA	
Name:	Besecure Technologies, Inc.
Street Address:	620 Shelby Street
City:	Bristol
State/Country:	TENNESSEE
Postal Code:	37620
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7778999
CORRESPONDENCE DATA	
Fax Number:	(412)281-0717
Phone:	412-454-5000
Email:	docketingpgh@pepperlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Pepper Hamilton LLP
Address Line 1:	BNY Mellon Center, 50th Floor
Address Line 2:	500 Grant Street
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	133696.7
NAME OF SUBMITTER:	Brienne S. Terril, Reg. No. 60,941
<p>Total Attachments: 5</p> <p>source=3_Nunc_Pro_Tunc_Epic_to_BeSecure#page1.tif</p> <p>source=3_Nunc_Pro_Tunc_Epic_to_BeSecure#page2.tif</p> <p>source=3_Nunc_Pro_Tunc_Epic_to_BeSecure#page3.tif</p> <p>source=3_Nunc_Pro_Tunc_Epic_to_BeSecure#page4.tif</p> <p>source=3_Nunc_Pro_Tunc_Epic_to_BeSecure#page5.tif</p>	

OP \$40.00 7778999

NUNC PRO TUNC PATENT ASSIGNMENT

THIS NUNC PRO TUNC PATENT ASSIGNMENT ("Assignment") is made and entered into by and between EPIC Secure Solutions, Inc., f/k/a Bsafe Online, Inc., a Texas corporation ("EPIC") and Bsecure Technologies, Inc., a Delaware corporation ("Bsecure Technologies").

WHEREAS, EPIC and Bsecure were parties to that certain Reorganization and Assignment Agreement, dated as of January 1, 2006 (the "Reorganization Agreement"), in which EPIC conveyed various assets and interests to Bsecure Technologies, including but not limited to all intangible personal property owned by EPIC constituting, relating to, arising from or used in connection with the Business (as defined in the Reorganization Agreement) (the "Transferred Assets");

WHEREAS, the Reorganization Agreement did not explicitly identify the Patents (as defined below) as being included in the Transferred Assets;

WHEREAS, EPIC and Bsecure Technologies hereby intend to confirm the assignment of the Patents to Bsecure Technologies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, EPIC agrees as follows:

1. "Patents" means the patents set forth on Schedule A to this Assignment, all foreign counterparts thereof, all inventions described in any of the foregoing, all patents or applications claiming priority thereto or sharing a common claim of priority therewith, and all reissues, reexaminations, divisions, continuations, continuations-in-part and extensions of any of the foregoing.
2. EPIC hereby assigns, transfers and delivers to Bsecure Technologies NUNC PRO TUNC as of January 1, 2006 (the "Effective Date"), the Patents, including but not limited to renewal rights therein, any applications or patents claiming priority in whole or in part to the Patents or to which the Patents claim priority in whole or in part, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Bsecure Technologies' sole name.
3. EPIC hereby authorizes and requests the diverse registrars, commissioners and other official authorities charged with registration of patents to record Bsecure Technologies as the owner of the Patents and to issue to Bsecure Technologies, in lieu of EPIC, in accordance with this instrument, all future certificates, notices and any other documents bearing on the Patents.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed the Assignment on the dates below their names made effective NUNC PRO TUNC as of the Effective Date.

EPIC SECURE SOLUTIONS, INC.

By: Andrew K. Stull
Name: Andrew K. Stull
Treasurer

BSECURE TECHNOLOGIES, INC.

By: Andrew K. Stull
Name: Andrew K. Stull
Chief Financial Officer

SCHEDULE A

Patents

U.S. Patent No. 6,871,226

U.S. Patent No. 7,778,999

ACKNOWLEDGMENT

STATE OF Tennessee

:

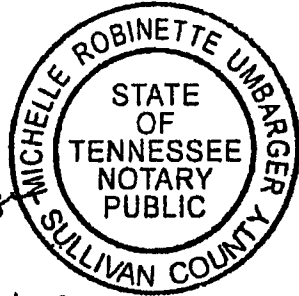
: ss.

COUNTY OF Sullivan

:

Andrew K. Stull, being duly sworn, says that he is the Treasurer of EPIC Secure Solutions, Inc. and acknowledges that acting in his capacity as Treasurer he did sign said instrument for and on behalf of EPIC Secure Solutions, Inc., pursuant to due authority.

Sworn to and subscribed
before me this 25 day
of October, 2011.



Michelle Robinette Umbarger
Notary Public

My commission expires: July 26, 2015

(SEAL)

ACKNOWLEDGMENT

STATE OF Tennessee

:

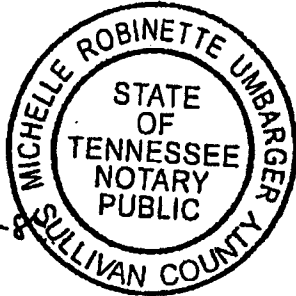
: ss.

COUNTY OF Sullivan

:

Andrew K. Stull, being duly sworn, says that he is the ~~Chief Financial Officer~~ of Bsecure Technologies, Inc. and acknowledges that acting in his capacity as ~~Chief Financial Officer~~ he did sign said instrument for and on behalf of Bsecure Technologies, Inc. pursuant to due authority.

Sworn to and subscribed
before me this 25 day
of October, 2011.



Michelle Robinette Umbarger
Notary Public

My commission expires: July 26, 2015

(SEAL)