

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Authentec, Inc.	09/07/2010
RECEIVING PARTY DATA	
Name:	IDEX ASA
Street Address:	Rolfsbuktveien 17
City:	Fornebu
State/Country:	NORWAY
Postal Code:	NO-1364
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6317508
Patent Number:	6580816
Application Number:	09877440
Patent Number:	6643389
Patent Number:	6256022
Patent Number:	6292173
Patent Number:	6392636
Patent Number:	6408087
CORRESPONDENCE DATA	
Fax Number:	2027836031
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-783-6040
Email:	mlucier@rfem.com
Correspondent Name:	Rothwell, Figg, Ernst & Manbeck PC
Address Line 1:	607 14th Street
Address Line 2:	Suite 800

CH \$320.00 6317508

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005	
ATTORNEY DOCKET NUMBER:	3443-102
NAME OF SUBMITTER:	Richard Wydeven
Signature:	/Richard Wydeven/
Date:	04/19/2013
Total Attachments: 5 source=RECORDAL-LICENSE-AUTHENTEC-INC-to-IDEX-ASA#page1.tif source=RECORDAL-LICENSE-AUTHENTEC-INC-to-IDEX-ASA#page2.tif source=RECORDAL-LICENSE-AUTHENTEC-INC-to-IDEX-ASA#page3.tif source=RECORDAL-LICENSE-AUTHENTEC-INC-to-IDEX-ASA#page4.tif source=RECORDAL-LICENSE-AUTHENTEC-INC-to-IDEX-ASA#page5.tif	

EFFECTIVE AS OF 7 SEPTEMBER 2010

PATENT RECORDAL LICENSE:

between

AuthenTec, Inc.

and

IDEX ASA .

(SUBJECT TO PROVISIONS OF CONFIDENTIAL SETTLEMENT AND
PATENT LICENSE AGREEMENT BETWEEN UPEK INC. AND IDEX ASA
DATED 24 OCTOBER 2007 - FOR REGISTRATION PURPOSES ONLY)

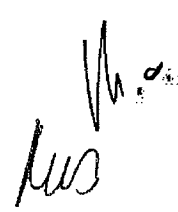
PARTIES

- (1) AuthenTec, Inc. incorporated and registered in the State of Delaware with company number 59-3521332 and whose registered office is at 100 Rialto Place, Suite 100, Melbourne, FL 32901 (Licensor). On September 7, 2010, Licensor acquired UPEK Inc., including the patents listed in Exhibit A of this Patent Recordal License.
- (2) IDEX ASA, ("IDEX"), incorporated and registered in Norway with company number 976 846 923 and whose registered office is at Rolfsbuktveien 17, NO-1364 Fomebu, Norway (Licensee).

AGREED TERMS

1. Definitions

- 1.1 "Affiliates" of a party as of any particular time means a corporation, company, limited liability company, general partnership, limited partnership, unincorporated association, other business entity, or person who or which, at such time, directly or indirectly Controls, is Controlled by, or is under common Control with such party.
- 1.2 "Control" (including the terms "controlled" and "controlled by") by a Party over an entity means the Party, either directly or indirectly:
- (a) Holds more than fifty percent (50%) of the outstanding voting securities of the entity; or
 - (b) If the entity that has no outstanding voting securities, has the right to more than fifty percent (50%) of the profits of the entity, or has the right in the event of dissolution to more than fifty percent (50%) of the assets of the entity; or
 - (c) Has the contractual power presently to designate more than fifty percent (50%) of the directors of a corporation, or in the case of unincorporated entities, of individuals exercising similar functions; or
 - (d) Possesses the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of voting shares, by contract, or otherwise.
- 1.3 "Patents" means patents and patent applications in any country (including but not limited to continuation, continuation-in-part, division, reexamination, reissue and renewal applications) as well as like statutory rights in any country (including but not limited to utility models, patents of importation/confirmation and certificates of invention), and include:
- (a) the Patents listed in Exhibit A;
 - (b) all Patents in any country of the world that claim priority (either directly or indirectly) from any patent or patent application listed on Exhibit A;
 - (c) all Patents in any country of the world from which any patent or patent application listed on Exhibit A claims priority (either directly or indirectly); and/or
 - (d) all Patents in any country of the world which claim priority from a Patent falling within the definition of Sections 1.3(b) and/or 1.3(c).



2. Grant

- 2.1 Licensors hereby grants to Licensee a nonexclusive, worldwide, and non-transferable, right and license under the Patents, with limited rights to grant sublicenses as set forth below in Section 2.3, (i) to make (including the right to use any apparatus and practice any method in making), have made, use, have used, import, offer for sale, sell, lease, rent, transfer or otherwise dispose of articles or methods claimed in the Patents; and (ii) in the case of software for use with such articles or methods, to make, use, have used, import, offer for license, license, lease or rent such software.
- 2.2 The 'have made' License Grants in Section 2.1:
- (a) shall only apply to Licensee products sold to Licensee or Affiliates thereof after the date of this License Agreement;
 - (b) shall only apply when the specifications ("Specifications") for such Licensee products were created by or for Licensee or Affiliates thereof (either solely or jointly with one or more third parties) and owned by Licensee or Affiliates thereof;
 - (c) shall only be under claims of the Patents, the infringement of which would be necessitated by compliance with the Specifications; and
 - (d) shall not apply to any products in the form manufactured and marketed by the manufacturer prior to Licensee's or Affiliates thereof furnishing of the Specifications to the manufacturer.
- 2.3 The license granted by Licensors to Licensee includes the right to grant sublicenses within the scope of such license grant as follows:
- (a) to Licensee's Affiliates for so long as they remain Licensee's Affiliates;
 - (b) to customers and distributors of the Licensee and of its Affiliates to the extent necessary to allow such customers and distributors to use, sell, offer to sell, lease, export, import, or otherwise transfer or dispose, whether as an individual component or in combination with other components, for the purpose or purposes for which it was designed and constructed, any:
 - (i) product sold by the Licensee and/or its Affiliates to such customer or distributor when sold during the term of the license granted in Section 2.1; and/or
 - (ii) software licensed by Licensee and/or its Affiliates during the term of the license granted in Section 2.1 for use with products sold by the Licensee and/or its Affiliates to such customer or distributor when such products are sold during the term of the license granted in Section 2.1; and

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- (c) to have products and software for use with such products developed by a third party for Licensee, but only under an arrangement in which:
- (i) such Licensee products and software created by the third party, and all intellectual property rights created by the third party in the course of such development, are owned exclusively by the Licensee or any of its Affiliates (either through an assignment or other transfer of ownership or as a "work made for hire," if applicable) provided that the third party may retain ownership of improvements to its own technology; and
 - (ii) such third party neither retains nor is granted any rights or licenses with respect to such Licensee products and/or such software, or with respect to such intellectual property rights that are not improvements to its own technology; and
 - (iii) such third party does not retain any rights or licenses with respect to the Patents.

3. Governing law

- 3.1 The validity, construction, and performance of this License Agreement will be construed, interpreted, applied, and governed in all respects in accordance with the laws of England.

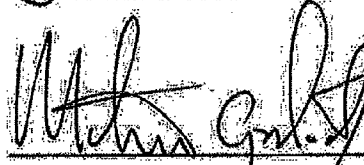
This License Agreement has been entered into on the date stated at the beginning of it.

Executed by AuthenTec, Inc.



Gene Levoff, President

Executed by IDEX ASA



Morten Opstad, Chairman of the Board

Ralph W. Bernstein, Managing Director

EXHIBIT A

US Patent No. 6,317,508

US Patent No. 6,580,816

EP 929050

JP 11253428

US 20010043728

US Patent No. 6,643,389

DE 60122609

EP 1139271

JP 2001307078

US Patent No. 6,256,022

US Patent No. 6,292,173

US Patent No. 6,392,636

DE 69930774

EP 932117

EP 1669847

JP 11353107

US Patent No. 6,408,087

EP 929028

EP 929028

JP 11288354

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