

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PASSWORDBANK TECHNOLOGIES, INC.	07/01/2013
RECEIVING PARTY DATA	
Name:	SYMANTEC CORPORATION
Street Address:	350 Ellis Street
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13827100
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 433-5800
Email:	mbegay@lowenstein.com
Correspondent Name:	Lowenstein Sandler
Address Line 1:	65 Livingston Avenue
Address Line 4:	Roseland, NEW JERSEY 07068
ATTORNEY DOCKET NUMBER:	06224.471 (L0471)
NAME OF SUBMITTER:	Marina Portnova
Signature:	/Marina Portnova/
Date:	09/26/2013
Total Attachments: 5 source=Passwordbank_Assignment#page1.tif source=Passwordbank_Assignment#page2.tif source=Passwordbank_Assignment#page3.tif source=Passwordbank_Assignment#page4.tif source=Passwordbank_Assignment#page5.tif	

CH \$40.00 13827100

This PATENT ASSIGNMENT AGREEMENT (Agreement) is made on 1 July 2013

BETWEEN

- (1) Passwordbank Technologies, Inc., a company incorporated and existing under the laws of Delaware whose registered office is at 440 N. Wolfe Road, Sunnyvale, CA 94085 (the **Assignor**, the **Subsidiary** or **Twilight USA**) represented by Mr. Roger Casals Andreu, of legal age, Spanish by nationality, with professional domicile at 107 Aurora Ln, Los Gatos, 95032, CA, USA, and holder of Spanish National Identification Number 46.344.823 F in force, by virtue of his faculties derived from his post as a Chairman of the Subsidiary.
- (2) Symantec Corporation, a company incorporated and existing under the laws of Delaware, whose registered office is at 350 Ellis Street, Mountain View, California 94043 (**Symantec Corporation**), represented by Iñigo del Val Torre, of legal age, Spanish by nationality, with professional domicile at Pedro de Valdivia 10, 28006, Madrid, and holder of Spanish Identification Number 30692448-Y in force, by virtue of his faculties derived from the power of attorney granted by Symantec Corporation on 31 May 2013, before the Notary Public of California, Ms. Janice E. Baker.

The Assignor and the Assignee shall be hereinafter jointly referred to as the **Parties** and individually as a **Party**.

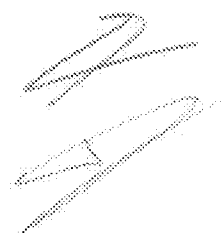
WHEREAS:

- (A) The Assignor and the Assignee, among others, entered into an Assets Sale and Purchase Agreement on 17 May, 2013 (the **APA**) with the purpose of agreeing on the sale and purchase of certain assets which include the patents listed in Exhibit 1 (**Patents**) and regulating how the assets and liabilities should be transferred from the Assignor to the Assignee.
- (B) Upon compliance with certain conditions contained in the APA, the Parties committed to execute the APA on Public Deed before a Notary Public (the **Closing Deed**) by virtue of which the Parties represent that the transfer of the assets has been carried out with full effects.
- (C) That the Parties have agreed to sign this Patent Assignment Agreement by virtue of which they confirm that the Patents are fully transferred.

NOW THEREFORE the Parties agree as follows:

1. TRANSFER OF PATENTS

- 1.1 Further to Clause 2.1 of the APA, the Assignor assigns to the Assignee such right, title and interest as it holds in the Patents.
- 1.2 This assignment includes all rights and benefits relating to the Patents including (without limitation) any right the Assignor may have to bring action and claim relief in respect of any infringement of the rights constituting the Patents whether occurring before, on, or after the date of this Agreement.



- 1.3 The Assignor represents that the patent records, data and information are held at Dorsey's offices and provide herein a certificate in this regard If any information, record or data may be pending, commits to transfer it as soon as reasonably possible after the date of this Agreement.

2. PURCHASE PRICE, REPRESENTATIONS AND WARRANTIES, LIABILITY AND OTHER COMMITMENTS

- 2.1 The determination and payment of the purchase price of the Patents is ruled by Clause 4 of the APA which is known and accepted by both Parties and executed into Public Deed at the same date of this Agreement.
- 2.2 The Assignor hereby declares to have received the purchase price.
- 2.3 The transfer of the Patents is ruled by the provisions contained in the APA, included but no limited to the commitments, representations or warranties contained in Clause 11 (Sellers' Warranties and Undertakings), 12 (Purchasers' Warranties and Undertakings), 14 (Specific Indemnities), 15 (Guarantors), 16 (Conduct of Third Party Claims and Claims), 19 (Announcements and Confidentiality) and 20 (Notices).
- 2.4 If a conflict exists between any of the provisions contained in this Agreement and the APA, then the APA shall prevail.

3. FURTHER ASSURANCE

- 3.1 At the Assignee's written request, the Assignor shall:
- (a) execute such documents and do such acts and things as the Assignee may reasonably require to give full effect to this Agreement, including without limitation, executing such documents as may be necessary to record with the relevant registries the transfer of the Patents or other registered rights as are transferred by this Agreement;
 - (b) pending recordal with the relevant registries of the transfer of such Patents or other registered rights as are transferred by this Agreement, and solely to the extent necessary because the Assignee is not permitted by the rules of the registries in question to do so itself) at the written request of the Assignee pay such renewal fees and take such administrative actions as are necessary to maintain, or (as the case may be) proceed with existing applications for, the Patents or other registered rights; and
 - (c) pending recordal with the relevant registries of the transfer of such Patents or other registered rights as are transferred by this Agreement, Assignor shall promptly forward to the Assignee all correspondence and documents received by the Assignor intended for the owner of such rights.

4. GOVERNING LAW AND JURISDICTION

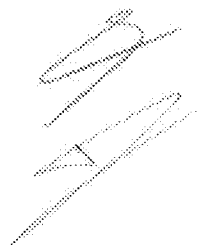
- 4.1 This Agreement is governed by and shall be construed in accordance with the laws of the Kingdom of Spain.
- 4.2 The Parties expressly submit all disputes arising out of or in connection with this Agreement to arbitration.



4.3 All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules.

4.4 The Arbitration shall be seated in Madrid. The parties agree that English will be the language of the arbitration.

AS WITNESS this Agreement has been signed in counterparts by the Parties in Barcelona and on the date stated at the beginning of this Agreement.

A handwritten signature in dark ink, consisting of a stylized 'S' followed by a horizontal line and a diagonal stroke.

SIGNATORIES

SYMANTEC CORPORATION

By: 
Name: Iñigo del Val Torre
Title: CEO
Date: 1.09.2013

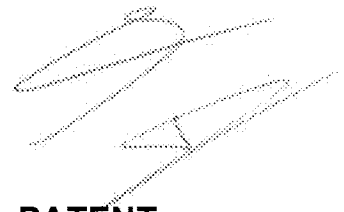
PASSWORDBANK TECHNOLOGIES, INC.

By: 
Name: Roger Casals Andreu
Title: CEO
Date: 01.04.2013

EXHIBIT 1

PATENTS

- (1) Patent Filing P232814US01, with US Provisional application 61647191, titled TOKEN WITH SINGLE ACTUATION ELEMENT
 - Assignor: PASSWORDBANK TECHNOLOGIES, INC
 - Assignee: SYMANTEC CORPORATION
- (2) Patent Filing P232812US01 with US Provisional application 61645598 titled SINGLE SIGN ON WITH SELECTIVE APPLICATION WEB PROXIFICATION
 - Assignor: PASSWORDBANK TECHNOLOGIES, INC
 - Assignee: SYMANTEC CORPORATION
- (3) Patent Filing P232814US02, with US NON-Provisional application 13827100 titled COMPUTER READABLE STORAGE MEDIA FOR MULTI-FACTOR AUTHENTICATION AND METHODS AND SYSTEMS UTILIZING SAME
 - Assignor: PASSWORDBANK TECHNOLOGIES, INC
 - Assignee: SYMANTEC CORPORATION
- (4) Patent Filing P232812US02 with US NON- Provisional application 13827467 titled COMPUTER READABLE STORAGE MEDIA FOR SELECTIVE PROXIFICATION OF APPLICATIONS AND METHOD AND SYSTEMS UTILIZING SAME
 - Assignor: PASSWORDBANK TECHNOLOGIES, INC
 - Assignee: SYMANTEC CORPORATION
- (5) Patent Filing PCT/US13/40519 for COMPUTER READABLE STORAGE MEDIA FOR COMPUTER READABLE STORAGE MEDIA FOR MULTI-FACTOR AUTHENTICATION AND METHODS UTILIZING SAME
 - Assignor: PASSWORDBANK TECHNOLOGIES, INC
 - Assignee: SYMANTEC CORPORATION
- (6) Patent Filing PCT/US13/40564 for COMPUTER READABLE STORAGE MEDIA FOR SELECTIVE PROXIFICATION OF APPLICATIONS AND METHODS UTILIZING SAME
 - Assignor: PASSWORDBANK TECHNOLOGIES, INC
 - Assignee: SYMANTEC CORPORATION



PATENT