

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3075491

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	BILL OF SALE
CONVEYING PARTY DATA	
Name	Execution Date
SURIDX, INC.	10/09/2014
RECEIVING PARTY DATA	
Name:	INFERSPECT, LLC
Street Address:	37 WALNUT STREET, SUITE 310
City:	WELLESLEY
State/Country:	MASSACHUSETTS
Postal Code:	02481
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	12267065
Application Number:	12844355
Application Number:	12981908
Application Number:	13079174
Application Number:	13149673
Application Number:	13324737
Application Number:	13360266
Application Number:	13422747
Application Number:	13660573
CORRESPONDENCE DATA	
Fax Number:	(617)345-3299
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(617) 345-3000
Email:	mschepper@burnslev.com
Correspondent Name:	MARLO SCHEPPER GROLNIC
Address Line 1:	BURNS & LEVINSON LLP
Address Line 2:	125 SUMMER STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	47761.0
NAME OF SUBMITTER:	MARLO SCHEPPER GROLNIC

PATENT

SIGNATURE:	/Marlo Schepper Grolnic/
DATE SIGNED:	10/22/2014
Total Attachments: 8 source=InferSpect SurIDx Secured Party Bill of Sale 4813-6399-6191#page1.tif source=InferSpect SurIDx Secured Party Bill of Sale 4813-6399-6191#page2.tif source=InferSpect SurIDx Secured Party Bill of Sale 4813-6399-6191#page3.tif source=InferSpect SurIDx Secured Party Bill of Sale 4813-6399-6191#page4.tif source=InferSpect SurIDx Secured Party Bill of Sale 4813-6399-6191#page5.tif source=InferSpect SurIDx Secured Party Bill of Sale 4813-6399-6191#page6.tif source=InferSpect SurIDx Secured Party Bill of Sale 4813-6399-6191#page7.tif source=InferSpect SurIDx Secured Party Bill of Sale 4813-6399-6191#page8.tif	

SECURED PARTY BILL OF SALE

This Secured Party Bill of Sale (the "Bill of Sale"), dated as of October 9, 2014, is from InferSpect, LLC, a Delaware limited liability company (the "Seller") to and in favor of InferSpect, LLC (the "Buyer").

WHEREAS, Seller has a duly perfected security interest in substantially all of the assets of the SurIDx, Inc. (the "Borrower") pursuant to (a) that certain Security Agreement by and among Borrower, the Peter B. Loring Revocable Trust u/agr dated July 7, 1977, c/o Peter B. Loring, as Trustee (the "PBL Trust"), C. Bruce Johnstone ("Johnstone"), and Peter Loring, as the collateral agent, dated October 12, 2013, as amended March 5, 2014 (the "Security Agreement"); (b) that certain Amended and Restated Senior Promissory Note, originally dated October 12, 2013 and amended March 5, 2014 issued by the Borrower to the PBL Trust; and (c) that certain Amended and Restated Senior Promissory Note, originally dated October 12, 2013 and amended March 5, 2014 issued by the Borrower to the Johnstone; and

WHEREAS, the Borrower is in default of its financial obligations to the Seller; and

WHEREAS, the Seller has authorized a public auction for the sale of the Borrower's assets, which was held at 1 P.M. on October 9, 2014 at the law offices of Burns & Levinson LLP, 125 Summer Street, Boston, Massachusetts (the "Public Sale"), after advertising the Public Sale in the October 5, 2014 edition of Boston Globe -- Business Section, and on the websites of the Boston Business Journal and SecureIDNews.com; and

~~[WHEREAS, at the Public Sale, the Buyer bid the sum of _____ (\$ _____) (the "Purchase Price") to purchase the assets identified on Schedule A attached hereto (the "Transferred Assets"), which constituted the highest and best offer to purchase the Transferred assets and therefore was the successful purchaser of the Transferred Assets; and]~~

[WHEREAS, at the Public Sale, InferSpect, LLC, in its capacity as the secured party, submitted a credit bid in the sum of Three Hundred Sixty Three Thousand Three Hundred and Sixteen and 64/100 dollars (\$363,316.64) (the "Purchase Price") toward the assets identified on Schedule A attached hereto (the "Transferred Assets"), which constituted the highest and best offer to purchase the Transferred assets and therefore was the successful purchaser of the Transferred Assets; and]

WHEREAS, Seller has directed that the Transferred Assets be transferred from Borrower to Buyer pursuant to this Bill of Sale.

NOW, THEREFORE, in consideration of the Purchase Price and the foregoing premises, which constitute good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, assign, transfer and convey unto Buyer, all right, title and interest of Borrower's and Seller's in and to the Transferred Assets described on Schedule A, upon and subject to the terms described herein.

TO HAVE AND TO HOLD all of the Transferred Assets hereby granted, conveyed, assigned, transferred and delivered or intended so to be unto the Buyer, its successors and assigns, forever.

If the conveyance and assignment attempted to be made hereunder of any agreement, lease, permit, license, right, claim or any of the other Transferred Assets would be ineffective as between Seller and Buyer without the consent of any third person, or would serve as a cause for terminating or invalidating any agreement, lease, permit, license, right or claim among the Transferred Assets or would cause or serve as a cause for the loss of ownership thereof, then such Transferred Asset is temporarily excluded from the within conveyance. However, Seller shall, to the greatest extent permitted, hold such Transferred Asset for the exclusive use and benefit of Buyer until such consent has been obtained. Upon receiving such requisite consent, no further conveyance or assignment shall be required, but full and complete title to such Transferred Asset shall automatically become vested in Buyer by virtue of this Agreement.

Seller represents and warrants that all of the following are true with regard to the Transferred Assets: (a) Seller holds a first priority security interest in all of the Transferred Assets; (b) the Transferred Assets are free and clear of all encumbrances, liens, claims, pledges, security interests, mortgages and liabilities of any kind, other than the blanket lien of Seller; (c) Seller has the legal capacity and power to execute and deliver this Bill of Sale, and such execution and delivery has been duly authorized; (d) this Bill of Sale is a valid and binding document of transfer enforceable against the Seller and Borrower in accordance with its terms; (e) prior to the date hereof, Seller has not transferred, assigned or conveyed any of the Transferred Assets to any other person or party; and (f) delivery of this Bill of Sale constitutes a sale of Seller's and Borrower's entire legal and equitable interests in the Transferred Assets.

THE TRANSFERRED ASSETS ARE SOLD "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, AND THE SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE TRANSFERRED ASSETS, INCLUDING, WITHOUT LIMITATION, ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE, POSSESSION OR QUIET ENJOYMENT; (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (e) WARRANTY THAT THIS TRANSFER COMPLIES WITH THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE; IN EACH CASE, WHETHER ANY SUCH REPRESENTATION WOULD ARISE BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THE TRANSFERRED ASSETS AND THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY THE SELLER, OR ANY OTHER PERSON ON THE SELLER'S BEHALF.

Notwithstanding anything to the contrary contained herein, neither the auctioneer nor Burns & Levinson LLP are assuming, and shall not be liable for any claims against, or liabilities of, the Buyer or Seller (including, without limitation, any claims that existed or now exist based on defaults, breaches of representations, warranties or covenants or otherwise as to the Seller) (the "Liabilities"), and the Buyer and the Seller hereby release the auctioneer and Burns & Levinson LLP from all liabilities and claims relating to the Liabilities.

This Bill of Sale shall inure to the benefit of and be enforceable by Buyer and Seller and their respective successors and assigns. This Bill of Sale and any claim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Bill of Sale, directly or indirectly, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to any choice-of-law principle that would dictate the application of the laws of another jurisdiction.

Sellers and Borrowers do hereby agree to execute and deliver such further instruments of conveyance, transfer and assignment and to take such other and further actions as Buyer reasonably may request to more effectively convey, transfer and assign any of the Transferred Assets and to confirm title thereto.

Facsimile or "pdf" signatures shall be sufficient for execution of this Bill of Sale.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Bill of Sale has been duly executed by the undersigned as an instrument under seal as of the date first above written.

SELLER:

Witness:

~~INFERSECT, LLC~~

Ross Finn
Joseph Finn Co., Inc.

Peter B. Loring
By: Peter B. Loring
Its: Authorized Party

BUYER:

Infersect, LLC

By: Peter B. Loring
Name: Peter B. Loring
Title: Authorized Party

Accepted and Acknowledged:

SURIDX, INC.

Norman Schibuk
By: Norman Schibuk
Its: President

Schedule A - Transferred Assets

All of the Borrower's assets, which may include one or more of the following items (hereinafter, the "Collateral"), whether now owned or hereinafter acquired, whether now existing or hereafter arising, and wherever located.

All of the Borrower's assets, which may include one or more of the following items:

1. General Intangibles. All of Borrower's General Intangibles, now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term "General Intangibles" means all personal property other than goods, accounts, chattel paper, documents, instruments, and money, and includes, but is not limited to, business records, deposit accounts, inventions, intellectual property, designs, patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade names (including, but not limited to, all of the foregoing specifically identified on Exhibit 1), goodwill, technology, know-how, confidential information, trade secrets, customer lists, supplier lists, copyrights, copyright applications, copyright registrations, licenses, permits, franchises, tax refund claims, and any letters of credit, guarantee claims, security interests, or other security held by Borrower to secure any "Accounts" (as hereinafter defined).

2. Accounts (Including Accounts Receivable). All of Borrower's Accounts, whether now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term "Accounts" means any right of Borrower to receive payment from another person or entity, including payment for goods sold or leased, or for services rendered, no matter how evidenced or arising, and regardless of whether yet earned by performance. It includes, but is not limited to, accounts, accounts receivable, contract rights, contracts receivable, purchase orders, notes, drafts, acceptances, all rights to payment earned or unearned under a charter or other contract involving the use or hire of a vessel and all rights incident to the charter or contract, and other forms of obligations and receivables.

3. Inventory. All of Borrower's Inventory, whether now owned or hereafter acquired, together with the products and proceeds therefrom and all packaging, manuals, and instructions related thereto. As used herein, the term "Inventory" means all goods, merchandise, and personal property held for sale or leased or furnished or to be furnished under contracts of service, and all raw materials, work in process, or materials used or consumed in Borrower's business, wherever located and whether in the possession of Borrower, a warehouseman, a bailee, or any other person.

4. Equipment. All of Borrower's Equipment, now owned or hereafter acquired, together with the products and proceeds therefrom, and all substitutes and replacements therefor. As used herein, the term "Equipment" includes all equipment, machinery, tools, office equipment, supplies, furnishings, furniture, or other items used or useful, directly or indirectly, in Borrower's business, all accessions, attachments, and other additions thereto, all parts used in connection therewith, all packaging, manuals, and instructions related thereto, and all leasehold or equitable interests therein.

5. Fixtures. All of Borrower's interest in and to all fixtures and furnishings, now owned or hereafter acquired, together with the products and proceeds therefrom, all substitutes and replacements therefor, all accessories, attachments, and other additions thereto, all tools, parts, and supplies used in connection therewith, and all packaging, manuals, and instructions related thereto, located on or attached to Borrower's business premises located at 888 Worcester Street, Suite 260, Wellesley, MA 02482 or elsewhere. 1.6 Chattel Paper, Documents and Instruments. All of Borrower's right, title, and interest in any chattel paper, documents, or instruments, now owned or hereafter acquired or arising, or now or hereafter coming into the possession, control, or custody of either Borrower or Secured Parties, together with all proceeds therefrom. The terms "chattel paper," "documents," and "instruments" shall have those meanings ascribed to them in the Massachusetts Uniform Commercial Code.

Exhibit 1

Intellectual Property Assets

- United States Patents and Patent Applications
 - Application No. 12267065, Publication No. US20090132813 A1 (filing date: November 7, 2008) – “Apparatus and Methods for Providing Scalable, Dynamic, Individualized Credential Services Using Mobile Telephones”
 - Application No. 12844355, Publication No. US20110022835 A1 (filing date: July 27, 2010) – “Secure Communication Using Asymmetric Cryptography and Light-Weight Certificates”
 - Application No. US 12981908, Publication No. US20110167258 A1 (filing date: December 30, 2010) – “Efficient Secure Cloud-Based Processing of Certificate Status Information”
 - Application No. 13079174, Patent No. US8667269 B2 (filing date: April 4, 2011) – “Efficient, Secure, Cloud-Based Identity Services”
 - Application No. 13149673, Publication No. US20110291798 A1 (filing date: May 31, 2011) – “Wireless Encrypted Control of Physical Access Systems”
 - Application No. 13324737, Patent No. US8776212 B2 (filing date: December 13, 2011) – “Protecting Computers Using an Identity-Based Router”
 - Application No. 13360266, Publication No. US20120191615 A1 (filing date: January 27, 2012) – “Secure Credit Transactions”
 - Application No. 13422747, Publication No. US20130046697 A1 (filing date: March 16, 2012) – “Using Mobile Device to Prevent Theft of User Credentials”
 - Application No. 13660573, Publication No. US20130061055 A1 (filing date: October 25, 2012) – “Apparatus and Methods for Providing Scalable, Dynamic, Individualized Credential Services Using Mobile Telephones”
- International Patents and Patent Applications
 - Application NO. PCT/US2008/082830, Publication No. WO2009070430 A3 (filing date: November 7, 2008) – “Apparatus and Methods for Providing Scalable, Dynamic, Individualized Credential Services Using Mobile Telephones”
 - Application No. PCT/US2010/043385, Publication No. WO2011017099 A3 (filing date: July 27, 2010) – “Secure Communication Using Asymmetric Cryptography and Light-Weight Certificates”

- Application No. PCT/US2011/038455, Publication No. WO2011150405 A3
(filing date: May 27, 2011) -- "Wireless Encrypted Control of Physical Access
Systems"
- Application No. PCT/US2011/038634, Publication No. WO2011150426 A3
(filing date: May 31, 2011) -- "Wireless Encrypted Control of Physical Access
Systems"

All Items listed on Patent Assignment Cover Sheet, No. 502557277, Dated November 5,
2013, EPAS ID: PAT2602950