

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3129902

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ACTIVCARD IRELAND, LIMITED	07/26/2012
RECEIVING PARTY DATA		
Name:	ACTIVIDENTITY, INC.	
Street Address:	6623 DUMBARTON CIRCLE	
City:	FREMONT	
State/Country:	CALIFORNIA	
Postal Code:	94555	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14513475	
CORRESPONDENCE DATA		
Fax Number:	(508)898-8602	
<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:	5088988601	
Email:	docketing@westboro-ip.com	
Correspondent Name:	MUIRHEAD AND SATURNELLI, LLC	
Address Line 1:	200 FRIBERG PARKWAY	
Address Line 2:	SUITE 1001	
Address Line 4:	WESTBOROUGH, MASSACHUSETTS 01581	
ATTORNEY DOCKET NUMBER:	AIM-200US2CON3	
NAME OF SUBMITTER:	DONALD W. MUIRHEAD	
SIGNATURE:	/Donald W. Muirhead/	
DATE SIGNED:	12/03/2014	
Total Attachments: 7		
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PATENT

DATED

JULY 26, 2012

(1) ACTIVCARD IRELAND LIMITED

(2) ACTIVIDENTITY, INC

CONFIRMATORY ASSIGNMENT

**MATHESON ORMSBY PRENTICE
70 Sir John Rogerson's Quay
Dublin 2
Ireland**

**TEL + 353 1 232 2000
FAX + 353 1 232 3333
25012371.8**

THIS DEED OF CONFIRMATORY ASSIGNMENT is made the 26th day of July 2012 (the "Confirmatory Assignment")

BETWEEN:

- (1) **ACTIVCARD IRELAND LIMITED** whose registered office is situated at 63 Merrion Square South, Dublin 2, Ireland (with registration number 348237) (the "Transferor"); and
- (2) **ACTIVIDENTITY, INC** whose registered office is situated at 6623 Dumbarton Circle Fremont, CA 94555, United States (the "Transferee").

WHEREAS:

- A. The Transferee has been responsible for the development of certain Intellectual Property (as defined herein) which has been developed outside of Ireland.
- B. The Transferee has at all times retained full economic and beneficial ownership of the Intellectual Property developed by it to date.
- C. During the period from 2 June 2001 to 2 June 2011 certain assets, including certain patents, were registered in the name of the Transferor, although such patents were at all times held on trust for the Transferee as beneficial owner.
- D. The Transferor now wishes to transfer legal title to the Intellectual Property registered in its name to the beneficial owner of the Intellectual Property, the Transferee.
- E. The Transferee and the Transferor now wish to enter into this Confirmatory Assignment in order to transfer the Transferor's legal title to the Intellectual Property to the Transferee.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 Interpretation

- 1.1 In this Confirmatory Assignment, unless the context otherwise requires or unless otherwise specified, the following terms shall have the following meanings:

"Intellectual Property"

means the Patents and any and all related discoveries, improvements, inventions, know-how, trade secrets, concepts, ideas, patents, trademarks, service marks, common-law rights, registered designs, formulas, drawings, utility models, design rights, industrial design rights, design patents, trade dress, copyrights (including all copyrights in software in any code), original works of authorship, moral rights, database rights, trade secrets and other confidential information, cryptographic keys, technical information, technology, know-how, business ideas, business processes, business or trade names, domain names, inbound and outbound licenses, goodwill and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not, or capable of registration or not, and including all priorities registrations, applications

and renewals thereto and thereof, and the right to apply for any of the foregoing rights, but does not include the Intellectual Property Rights transferred to the Transferor from DEW Engineering and Development Limited pursuant to the Purchase Agreement between the Transferor, DEW Engineering and Development Limited, Wallace Roueche and Claire Bennett-Roueche dated 29 October 2001

"Patents"

means the patents and patent applications particulars of which are set out in the Schedule hereto.

2 Transfer of Intellectual Property

- 2.1 The parties hereto acknowledge and agree that it was always the intention of the Transferee and the Transferor that the beneficial ownership of the Intellectual Property would remain with the Transferee. The Transferee has been responsible for the development of all Intellectual Property developed and related costs, including without limitation, filing fees and costs relating to the protection of the Intellectual Property. The Transferee has also collected and received all royalties relating to the Intellectual Property.
- 2.2 In consideration of the entry into this Confirmatory Assignment and the payment of one euro (€1) (the sufficiency of which the Transferor hereby acknowledges), the Transferor as legal owner hereby assigns to the Transferee, its successors and assigns, free from all liens charges and encumbrances, its right, title and interest in and to the Intellectual Property, including all treaty, convention, statutory and common law rights (including priority rights), together with all rights of action and remedies in relation to any infringements which may have occurred before the date of this Confirmatory Assignment (whether past, present or future) of the Intellectual Property, in perpetuity to hold the same unto the Transferee, its successor and assigns absolutely.
- 2.3 The Transferor as legal owner hereby assigns to the Transferee, its successors and assigns, free from all liens, charges and encumbrances, in so far as same may be unwritten or not created at the date hereof, all right, interest and title in and to the Intellectual Property in the future created, including all treaty, convention, statutory and common law rights (including priority rights) to which it is now or may be entitled, together with all rights of action and remedies in relation to any infringements in respect thereof, in perpetuity to hold the same unto the Transferee, its successor and assigns absolutely.
- 2.4 The Transferor irrevocably appoints the Transferee or its nominee to be its attorney to execute and sign as its act and deed in the name and on behalf of it all documents that the Transferee may consider necessary for the perfection of the pledge hereby evidenced.
- 2.5 The Transferor irrevocably and unconditionally waives any rights, including all rights in the nature of moral rights, it may have in respect of the Intellectual Property, to which it is now or may in the future be entitled, to the extent it is legally able to do so.
- 2.6 The Transferor undertakes at the request of the Transferee at any time in the future, and at the Transferee's expense, to execute all such documents, make such applications, give such assistance and do all acts and things as may in the opinion of the Transferee be necessary or desirable to:
- 2.6.1 transfer all right, title and interest in and to the Intellectual Property to the Transferee;
- 2.6.2 vest legal ownership in and to the Intellectual Property to the Transferee;

2.6.3 register any and all of the Intellectual Property (including, without limitation, to obtain letters patent) in the name of the Transferee and otherwise to protect and maintain the Intellectual Property; and

2.6.4 otherwise to give effect to the provisions of this Confirmatory Assignment.

2.7 To the extent that by law any Intellectual Property or the rights therein do not, or are not permitted to, or cannot vest in or belong to the Transferee, the Transferor agrees to offer the Transferee a right of first refusal to acquire the same on arm's length terms to be agreed between the parties, and in the absence of agreement within 30 days of such offer to be decided upon by an arbitrator to be appointed by the President for the time being of the Incorporated Law Society of Ireland (whose decision shall be final and binding on the parties, and whose costs shall be borne equally to the parties).

3 Warranties

3.1 The Transferor hereby warrants to the Transferee that:

3.1.1 it is the full legal owner of the Intellectual Property, and has not granted a licence of the Intellectual Property to any party prior to the date of this Confirmatory Assignment;

3.1.2 it has not caused the Intellectual Property to become encumbered or subject to any liens, mortgages, charges or debentures; and

3.1.3 it has not received any written notice of any claim, nor to its knowledge there is any threatened claim, in relation to the Intellectual Property.

4 Confidentiality

The Transferor acknowledges that all Intellectual Property and other information supplied by the Transferee to the Transferor in respect of the Intellectual Property is highly confidential, a valuable commercial asset and the exclusive property of the Transferee and that any misuse of such Intellectual Property by the Transferor might seriously prejudice the Transferee. Consequently the Transferor agrees that, in consideration of the Transferee having provided the Transferor with this information, the Transferor will keep any and all Intellectual Property and other confidential information of the Transferee secret, and not at any time for any reason, without the prior written consent of the Transferee, use, communicate, reveal or cause any unauthorised disclosure, whether through any failure to exercise all due care and diligence or otherwise, to any person and, if the Transferee considers it necessary, shall enter into a formal confidentiality agreement in relation to this information. The Transferor further confirms that it has kept this information confidential to date.

5 Governing Law

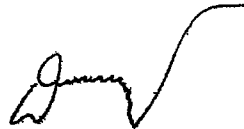
This Confirmatory Assignment shall be governed by and construed in accordance with the laws of Ireland.

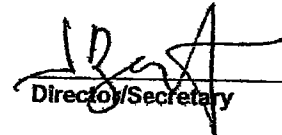
6 Certificates

It is hereby certified that this instrument is a conveyance or transfer on any occasion, not being a sale or mortgage.

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Assignment by their duly authorised representatives, effective as of the date first set forth above.

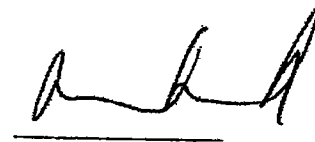
PRESENT when the Common Seal of
ACTIVCARD IRELAND LIMITED
was affixed hereto:



Director

Director/Secretary

EXECUTED AND DELIVERED AS A DEED
on behalf of
ACTIVIDENTITY INC.



**Schedule
The Patents**

Applicant	Country	Patent No.	Patent No.	Patent No.
<u>ACTIVCARD IRELAND, LIMITED</u>	BE	EP1238340	1238340	
<u>ACTIVCARD IRELAND, LIMITED</u>	DE	EP1238340	1238340	
<u>ACTIVCARD IRELAND, LIMITED</u>	DE	2730129	602 21 113.1	
<u>ACTIVCARD IRELAND, LIMITED</u>	DE	2745226.7	602 20 665.0	
<u>ACTIVCARD IRELAND, LIMITED</u>	DE	2766622.1	602 03 277.6	
<u>ACTIVCARD IRELAND, LIMITED</u>	DE	2787501.2	P602 22 455.1	
<u>ACTIVCARD IRELAND, LIMITED</u>	DE	2792856.3	602 19 350.8	
<u>ACTIVCARD IRELAND, LIMITED</u>	DE	3291991.2	60326524.3	
<u>ACTIVCARD IRELAND, LIMITED</u>	DE	3727338	603 14 402.0	
<u>ACTIVCARD IRELAND, LIMITED</u>	EP	3291992	None	<u>EP13897 52 (A3)</u>
<u>ACTIVCARD IRELAND, LIMITED</u>	EP	3291993.8	None	<u>EP13897 59 (A3)</u>
<u>ACTIVCARD IRELAND, LIMITED</u>	EP	3292917.6	None	<u>EP14268 50 (A3)</u>
<u>ACTIVCARD IRELAND, LIMITED</u>	EP	3293181.8	None	<u>EP14318 61 (A2)</u>
<u>ACTIVCARD IRELAND, LIMITED</u>	EP	3293182.6	None	<u>EP14318 62 (A2)</u>
<u>ACTIVCARD IRELAND, LIMITED</u>	EP	EP20020803376	None	
<u>ACTIVCARD IRELAND, LIMITED</u>	FR	02730129.0	1384212	
<u>ACTIVCARD IRELAND, LIMITED</u>	FR	2745226.7	1 384 369	
<u>ACTIVCARD IRELAND, LIMITED</u>	FR	2766622.1	1 384 370	
<u>ACTIVCARD IRELAND, LIMITED</u>	FR	2787501.2	1442574	
<u>ACTIVCARD IRELAND, LIMITED</u>	FR	2792856.3	1 454 210	
<u>ACTIVCARD IRELAND, LIMITED</u>	FR	3291991.2	1396779	
<u>ACTIVCARD IRELAND, LIMITED</u>	FR	03727338.0	1500226	
<u>ACTIVCARD IRELAND, LIMITED</u>	FR	EP1238340	Issued	

Applicant	Filed In	Patent No.	Status	Priority
ACTIVCARD IRELAND, LIMITED	GB	EP1238340	Issued	
ACTIVCARD IRELAND, LIMITED	GB	02730129.0	1 384 212	
ACTIVCARD IRELAND, LIMITED	GB	02745226.7	1 384 369	
ACTIVCARD IRELAND, LIMITED	GB	02766622.1	1 384 370	
ACTIVCARD IRELAND, LIMITED	GB	02787501.2	1 442 574	
ACTIVCARD IRELAND, LIMITED	GB	02792856.3	1 454 210	
ACTIVCARD IRELAND, LIMITED	GB	03291991.2	1 396 779	
ACTIVCARD IRELAND, LIMITED	GB	03727338.0	1 500 226	
ACTIVCARD IRELAND, LIMITED	IE	2787501.2	1 442 574	
ACTIVCARD IRELAND, LIMITED	NL	EP1238340	1 238 340	
ACTIVCARD IRELAND, LIMITED	US	10/424783	NONE	
ACTIVCARD IRELAND, LIMITED	US	10/425028	NONE	
ACTIVCARD IRELAND, LIMITED	US	10/476316	7316030	
ACTIVCARD IRELAND, LIMITED	US	10/476329	8028083	
ACTIVCARD IRELAND, LIMITED	US	10/476416	7853789	
ACTIVCARD IRELAND, LIMITED	US	US12/925664		
ACTIVCARD IRELAND, LIMITED	US	10/740497	7907935	
ACTIVCARD IRELAND, LIMITED	US	12/931351		
ACTIVCARD IRELAND, LIMITED	US	10/740518	NONE	
ACTIVCARD IRELAND, LIMITED	US	10/740889	NONE	
ACTIVCARD IRELAND, LIMITED	US	11/852261	NONE	
ACTIVCARD IRELAND, LIMITED	US	11/856549	NONE	
ACTIVCARD IRELAND, LIMITED	US	11/939444	7,921,298	
ACTIVCARD IRELAND, LIMITED	US	US12932499		