503093619 12/10/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3140225

| SUBMISSION TYPE: | | NEW ASSIGNMENT | | | | |
|--|---------------|---|----------------|--|--|--|
| | | | | | | |
| NATURE OF CONVEYANCE: | | ASSIGNMENT | | | | |
| SEQUENCE: | | 2 | | | | |
| CONVEYING PARTY D | ΑΤΑ | | | | | |
| | | Name | Execution Date | | | |
| QINETIQ LIMITED | | | 07/16/2007 | | | |
| RECEIVING PARTY DA | ТА | | | | | |
| Name: | OMNI-ID LIN | / ITED | | | | |
| Street Address: | 85 BUCKING | GHAM GATE | | | | |
| City: | LONDON | | | | | |
| State/Country: | UNITED KIN | D KINGDOM | | | | |
| Postal Code: | SW 1E 6PD | | | | | |
| PROPERTY NUMBERS | Total: 1 | | | | | |
| PROPERTY NOMBERS | | Number | | | | |
| Application Number: | 1363 | 0614 | | | | |
| CORRESPONDENCE D Fax Number: | (312) | 913-0002 | | | | |
| | | e-mail address first; if that is unsu hat is unsuccessful, it will be sent | | | | |
| Phone: | | | | | | |
| Email: | hugh | hughes@mbhb.com | | | | |
| Correspondent Name: | | MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP | | | | |
| Address Line 1: | | 300 S. WACKER DRIVE | | | | |
| Address Line 2: | | SUITE 3100 | | | | |
| Address Line 4: | CHIC | AGO, ILLINOIS 60606 | | | | |
| ATTORNEY DOCKET NUMBER: | | 06-458-US-CON2 | | | | |
| NAME OF SUBMITTER: | | A. BLAIR HUGHES | | | | |
| SIGNATURE: | | /A. Blair Hughes/ | | | | |
| DATE SIGNED: 12/10/2014 | | | | | | |
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| | | | DATENT | | | |

QinetiQ

DATED 16 JULY 2007

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OINETIO LIMITED

and

OMNI-ID LIMITED

ASSIGNMENT OF INTELLECTUAL PROPERTY

QinetiQ Cody Technology Park Farnborough. GU14 0LX www.QinetiQ.com

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Email: EOXTOBY@QINETIQ.COM Telephone: +44 (0)125239 2737 Fax:+44 (0)125239 3441

> PATENT REEL: 034448 FRAME: 0645

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THIS ASSIGNMENT

dated 16 July

2007 is made

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- (1) <u>OINETIO LIMITED</u> (a company incorporated in England No. 3796233), whose registered office is at whose registered office is at 85 Buckingham Gate, London, SW1E 6PD. ("QINETIQ"); and
- (2) <u>OMNI-ID LIMITED</u> (a company incorporated in England No. 6163600), whose registered office is at 85 Buckingham Gate, London, SW1E 6PD ("OMNI").

INTERPRETATION

1.1 In this Assignment the following terms shall have the following meanings:

| "Active" | tags which include an internal power source; |
|-------------------------|---|
| "Assigned Patents" | the patents and patent applications listed in the Schedule 1; |
| · "Assigned Trade Mark" | the trade mark listed in Schedule 3; |
| "Business Day" | means any day other than Saturday or Sunday or a bank or public holiday in England; |
| "Commencement Date" | the date of this Assignment; |
| "Domain Names" | the domain names listed in Schedule 4; |
| "Exclusive" | in respect of a right granted to QINETIQ under Clause 4, OMNI will not itself exercise that right and will not authorise other persons to exercise that right; |
| "Field of Use" | the use of Active and Passive tags for RFID Applications; |
| "Grant Back IP Licence" | the licence dated 1 July 2001 and granted by QINETIQ to the United Kingdom Secretary of State for Defence; |
| "Кпоw Ноw" | the technical and other information, QINETIQ is free to disclose, relating to the methods for use of the decoupler and the decoupler in the Field of Use and fully particularised in Schedule 2; |
| "Licence" | the rights and licence granted by OMNI to QINETIQ under Clause 4; |
| "Non-Exclusive" | in respect of a right granted to QINETIQ under Clause 4, OMNI may itself exercise that right and may authorise and assist others |
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| | | | to exercise that right; | LE | |
| | "Passive | e** | all tags other than Active; | 5 | |
| | "RFID | or ("radio | the use of radio frequency transponder tags attached to | objects | |
| | frequen Applica | cy identification") | for purposes of identification and/or tracking; | LEY | |
| | "Supply | | means give, sell, lend, let out on hire, lease or otherwise | dispose E | |
| | թահհո | , | of; and | · • | |
| | "Territ | ory" | world wide. | . 6 | |
| | | | | LAN . | |
| 1.2 | In this A | ssignment reference | s to (i) any gender includes any other gender; (ii) the | singular | |
| <i>.</i> | annoniativ | one governments st | versa; (iii) persons include bodies corporate, unincutes, partnerships and trusts (in each case, whether or no | or naving 📻 | |
| | separate it: (v) Cla | legal personality); (iv auses and Schedule an |) a Party includes, where appropriate, persons deriving the to the clauses of and the schedule to this Assignment; | | |
| 1.3 | | • | is Assignment and the expression "this Assignment" inc | ludes the | |
| 1.5 | | chedules; | | | |
| 1.4 | In this Assignment references to any (i) statute or statutory provision shall, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, | | | | |
| | ovtonded | I re-enacted or repla | red; and (ii) document (including this Assignment) or a | provision | |
| | thereof a | shall be construed as ented, varied or repla | a reference to that document or provision as from tim | e to time – | |
| 1.5 | In this A | ssignment the eiusd | em generis rule shall not apply, so that general words sh | all not be 👘 🖬 | |
| 1.5 | given a | restrictive interpreta | acts, matters or things; and | by words | |
| | | | _ | | |
| 1.6 | The heat of this A | dings in this Assignn | ent are for convenience only and shall not affect the inte | | |
| 2. | ASSIGNMENT | | | | |
| 2.1 | | | ubject to Clause 2.3 with full title guarantee:- | | |
| 2.1 | - | | s and Assigned Trade Mark and their full and exclusive be | nefit: and | |
| | 2,1.1 | | | - | |
| | 2.1.2 | of damages or othe | and take all such proceedings as may be necessary for the wise in respect of all infringements of any of the Assign | ed Patents | |
| | | and Assigned Tra Assignment. | le Mark whether committed before or after the day | te of this | |
| | ODET | - | right in respect to the Know How and the Domain Name | es. | |
| 2.2 | QINETIQ assigns to OMNI its right in respect to the Know How and the Domain Names. Nothing in this Assignment shall prevent: | | | | |
| 2.3 | - | - | | eina richts | |
| | 2.3.1 | QINETIQ or the Un sufficient to fulfil the | ited Kingdom Secretary of State for Defence from exerci obligations and rights under the Grant Back IP Licence o | r under the | |
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SCHEDULE 1

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(Assigned Patents)

| QinetiQ Ref | Priority | THE | Pending Patent | Granted Patents | | Lapsed Patents |
|----------------|------------|---|--|--------------------|---------------------|----------------------------|
| P7437 | 25/06/2005 | Low profile radio frequency tags for metal substrates | GB0521945.6 GB0603542.2 US 11/474082 MY PI 20062950 SA GCC/P/2006/6485 TW 95122665 TH 601002937 | None | WO GB2006/002327 | GB0512988.7 GB0518152.4 |
| P7503 | 16/06/2006 | Quarter- Wavelength Decoupler | GB0611983.8 (Unpublished) GB0624805.8 (Unpublished) | None | None | None |
| P7504 | 11/10/2006 | Active RFID Decoupler | GB0620113.1 (Unpublished) | None | None | None |
| P7515 | 14/12/2006 | Switch Decoupler | GB0624915.5 (Unpublished) | None | None | None |
| P7545 | 20/12/2005 | Convoluted Decoupler | GB0625342.1 (Unpublished) | None | None | None |
| P7548 | 22/12/2006 | Field Intensification Techniques for RFID Decouplers | GB0625718.2 (Unpublished) | None | None | None . |

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PATENT REEL: 034448 FRAME: 0648

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QinetiQ

EXECUTED AS A DEED by OINETIO LIMITED acting by:-

v. Mo Grans

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Director

Director/Secretary



EXECUTED AS A DEED by OMNI-ID Limited acting by:-

Director

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Director/Secretary

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RECORDED: 12/10/2014

PATENT REEL: 034448 FRAME: 0649