

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3140233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Execution Date
OMNI-ID LIMITED	12/10/2008

RECEIVING PARTY DATA

Name:	OMNI-ID CAYMAN LIMITED
Street Address:	75 FORT STREET
Internal Address:	PO BOX 1350
City:	GRAND CAYMAN
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-1108

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13630614

CORRESPONDENCE DATA**Fax Number:** (312)913-0002*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.***Phone:** 312-913-0001**Email:** 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:** CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	06-458-US-CON2
NAME OF SUBMITTER:	A. BLAIR HUGHES
SIGNATURE:	/A. Blair Hughes/
DATE SIGNED:	12/10/2014

Total Attachments: 5

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PATENT

Assignment of Intellectual Property

- (1) Omni-ID Limited
- (2) Omni-ID Cayman Limited

Dated *December 1*, 2008

Osborne Clarke

2 Temple Back East
Temple Quay
Bristol
BS1 6EG
Telephone +44 (0) 117 917 3000
Facsimile +44 (0) 117 917 3005
SNJ/0923265/05291353_2/PFG

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This Agreement is made on December 1, 2008

Between:

- (1) **Omni-ID Limited** (company number: 06163600) having its registered office at 2 Temple Back East, Temple Quay, Bristol BS1 6EG, UK (the "Assignor"); and
- (2) **Omni-ID Cayman Limited** (company number: HL201120) having its registered office at Clifton House, 75 Fort Street, PO Box 1350, Grand Cayman KY1-1108, Cayman Islands (the "Assignee").

Background:

The Assignor is the owner of the Intellectual Property Rights (as defined below) which it has agreed to assign to the Assignee on the terms of this Agreement.

It is agreed as follows:

1. Definitions and interpretation

In this Agreement, unless the context otherwise requires, the following definitions shall apply:

- "Agreement"** means this Agreement (including any schedule or annexure to it and any document in agreed form);
- "Intellectual Property"** means any patents, registered and unregistered designs, copyright and related rights, database rights, topography rights, trade marks, service marks, trade names, trade secrets, Know-How, confidential information and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and **"Intellectual Property Rights"** means rights in any of the above; and
- "Know-How"** means any methods, techniques, processes, discoveries or inventions (whether patentable or not), specifications, recipes, formulae, designs, plans, drawings, data or other technical information.
- "VAT"** means Value Added Tax; and
- "VATA"** means the Value Added Tax Act 1994.

2. Assignment

In consideration of the sum of £500,000 (payment to be by inter-company account) the Assignor as beneficial owner and with full title guarantee assigns to the Assignee absolutely all its right, title and interest in the Intellectual Property Rights owned by it.

3. **Goodwill**

Where the Intellectual Property Rights consist of a trade mark (whether registered or unregistered) or an application for it the Assignor assigns to the Assignee all the goodwill of its business relating to the goods and services in respect of which such mark has been used.

4. **Further assurance**

The Assignor shall at the expense of the Assignee execute any further documents that may reasonably be required to register the Assignee as proprietor of the Intellectual Property Rights.

5. **Entire agreement**

This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

6. **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with English law and each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

7. **Exclusion of third party rights**

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

8. **VAT**

8.1 The parties acknowledge that the supply provided by the Assignor will be outside the scope of UK VAT by virtue of Article 56 of EC Directive 2006/112/EC. However:

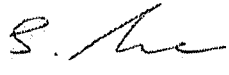
- (a) where one party (the "**supplier**") makes or is deemed to make a supply to another party (the "**recipient**") for the purposes of VAT (or other local goods and services tax), whether the supply is for a monetary consideration or otherwise, the recipient shall pay to the supplier an amount equal to VAT in addition to the consideration provided in this Agreement. The recipient shall account to the supplier for any amount so payable upon presentation of a valid VAT invoice from the supplier.
- (b) if any amount paid by the recipient to the supplier in respect of VAT is subsequently found to have been overpaid, the supplier shall repay such amount to the recipient and the supplier shall at the same time present to the recipient a valid VAT credit note where by law it is required so to do.
- (c) the supplier shall be entitled to demand any amount payable under sub-clause (a) at any time on or after the time of the supply and the recipient shall be entitled to demand any amount repayable under sub-clause (b) at any time after the overpayment is discovered and any such amounts shall be paid or repaid

within 5 working days following the date of the demand, but such amounts shall not be payable or repayable unless and to the extent that the supplier has issued to the recipient an invoice pursuant to sub-clause (a), or the overpayment referred to in sub-clause (b) is discovered, within the period of 3 years referred to in section 77(1)(a), VATA (Assessments: time limits).

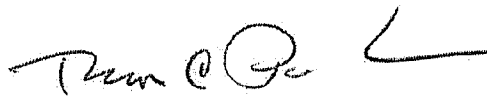
- 8.2 The consideration to be charged by the Assignor pursuant to clause 2 shall be inclusive of all costs and expenses (and treated as exclusive of VAT, save for applicable VAT in accordance with clause 8.1) incurred by Assignor in connection with the assignment, including the salaries and other costs of staff engaged in the provision thereof (whether or not those staff are employed by Licensor or another company), the fees payable to its sub-contractors and all other expenses and disbursements.
- 8.3 The consideration to be charged by the Assignor pursuant to clause 2 shall be paid by the Assignee as soon as reasonably practicable following receipt of a written invoice from the Assignor, or as otherwise agreed by the parties from time to time.

This Agreement has been signed on the date appearing at the head of page 1.

Signed by
for and on behalf of
Omni-ID Limited

) 
)
) STEPHEN LANE

Signed by
for and on behalf of
Omni-ID Cayman Limited

) 
)
) THOMAS C. PAUZA