

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3238699

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
AOPTIX TECHNOLOGIES, INC.		02/09/2015
RECEIVING PARTY DATA		
Name:	LRS IDENTITY, INC.	
Street Address:	1 FRANKLIN PKWY	
Internal Address:	SECOND FLOOR, BUILDING 970	
City:	SAN MATEO	
State/Country:	CALIFORNIA	
Postal Code:	94403	
PROPERTY NUMBERS Total: 26		
Property Type	Number	
Patent Number:	7428320	
Application Number:	11297578	
Patent Number:	7418115	
Application Number:	11765401	
Patent Number:	7869627	
Application Number:	11752899	
Patent Number:	8025399	
Application Number:	12021175	
Patent Number:	8092021	
Application Number:	12021189	
Patent Number:	8243133	
Application Number:	12493899	
Patent Number:	8132912	
Application Number:	12494087	
Patent Number:	8842888	
Application Number:	13525153	
Patent Number:	D710343	
Application Number:	29424867	
Application Number:	13268906	

PATENT

Property Type	Number
Application Number:	13424633
PCT Number:	US2013041217
Application Number:	13783838
PCT Number:	US2013029247
Application Number:	61946340
Application Number:	61973116
PCT Number:	US2013041218

CORRESPONDENCE DATA

Fax Number: (650)938-5200

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: 6503357160

Email: dchevalier@fenwick.com

Correspondent Name: ANDREW P. WHITEHEAD

Address Line 1: 801 CALIFORNIA STREET

Address Line 4: MOUNTAIN VIEW, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER: 32122-01000

NAME OF SUBMITTER: ANDREW P. WHITEHEAD

SIGNATURE: /Andrew P. Whitehead/

DATE SIGNED: 02/24/2015

Total Attachments: 7

source=Assignment_of_Intellectual_Property_-Aoptix_to_LRS_Identity__2015-02-09#page1.tif

source=Assignment_of_Intellectual_Property_-Aoptix_to_LRS_Identity__2015-02-09#page2.tif

source=Assignment_of_Intellectual_Property_-Aoptix_to_LRS_Identity__2015-02-09#page3.tif

source=Assignment_of_Intellectual_Property_-Aoptix_to_LRS_Identity__2015-02-09#page4.tif

source=Assignment_of_Intellectual_Property_-Aoptix_to_LRS_Identity__2015-02-09#page5.tif

source=Assignment_of_Intellectual_Property_-Aoptix_to_LRS_Identity__2015-02-09#page6.tif

source=Assignment_of_Intellectual_Property_-Aoptix_to_LRS_Identity__2015-02-09#page7.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made as of February 9, 2015 by AOptix Technologies, Inc., a Delaware corporation ("Seller"), in favor of LRS Identity, Inc., a Delaware corporation ("Buyer"), the purchaser of certain assets of Seller, pursuant to an Asset Purchase Agreement dated as of January 23, 2015, between Seller and Buyer (the "Purchase Agreement").

A. Pursuant to the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer as of the date hereof, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW, THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) the trademark registrations and trademark applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

(c) the business to which the trademarks that are the subject of the Intent-to-Use Applications pertain, as set forth on Schedule 2;

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other governmental officials, including, without

limitation, those in Canada, South America and Europe, to record and register this Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof as reasonably requested by Buyer, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. Nothing in this Assignment shall be deemed to supersede, diminish, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signatures appear on following page.]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment
as of the date first above written.

AOPTIX TECHNOLOGIES, INC.

By: 
Name: Earl Charles
Title: CFO

AGREED TO AND ACCEPTED:

LRS IDENTITY, INC.

By: _____
Name: Michael Irish
Title: CEO

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment
as of the date first above written.

AOPTIX TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

LRS IDENTITY, INC.

By: 
Name: MICHAEL IRISH
Title: CEO

SCHEDULE 1

Assigned Patents and Patent Applications

U.S. Patent Registrations

Serial No. Patent No.	Filing Date (Priority Date)	Title
7,428,320 11/297,578	Issued on 09/23/08 12/07/05 (02/17/05) (12/07/04)	Iris Imaging Using Reflection From The Eye
7,418,115 11/765,401	Issued on 08/26/08 Filed on 06/19/07 (06/19/06) (12/07/05) (02/17/05) (12/07/04)	Iris Imaging Using Reflection From The Eye
7,869,627 11/752,899	Issued on 01/11/11 Filed on 05/23/07 (05/23/06) (12/07/05) (02/17/05) (12/07/04)	Post Processing Of Iris Images To Increase Image Quality
8,025,399 12/021,175	01/28/08 (01/26/07)	Combined Iris Imager And Wavefront Sensor
8,092,021 12/021,189	Issued: 01/10/2012 01/28/08 (01/26/07)	On-Axis Illumination For Iris Imaging
8,243,133 12/493,899	Issued: 08/14/2012 Filed: 06/28/08	Scale-Invariant, Resolution-Invariant Iris Imaging Using Reflection From The Eye
8,132,912 12/494,087	Issued: 03/13/12 Filed: 06/29/09	Iris Imaging System Using Circular Deformable Mirror Mounted By Its Circumference

Serial No. Patent No.	Filing Date (Priority Date)	Title
8,842,888 13/525,153	Issued: 9/23/14 6/15/12	User Interface for Combined Biometric Mobile Device
D710,343 29/424,867	Issued: 8/5/14 6/15/12	Enclosure for a Mobile Device

U.S. Patent Applications

Serial No.	Filing Date (Priority Date)	Title
13/268,906	10/07/11	Handheld Iris Imager
13/424,633	03/20/2012	Compact Iris Imaging System
PCT/US2013/041217	5/15/2013 (6/15/12)	User Interface for Combined Biometric Mobile Device
13/783,838	3/4/13 (11/14/2012)	Fast Focus for a Mobile Iris Capture Device
PCT/US2013/ 029247	3/6/13 (11/14/2012)	Fast Focus for a Mobile Iris Capture Device
61/946,340	02/28/14	Small Iris Camera
61/973,116	03/31/14	Small Iris Camera
PCT/US2013/041218	5/15/13 6/15/12	Biometric Enclosure for a Mobile Device

Foreign Patent Registrations

Serial No.	Filing Date (Priority Date)	Title
001349864	10/31/12 06/15/12	Enclosure For A Mobile Device
001349864-0001-0002	10/31/12 06/15/12	Enclosure For A Mobile Device

SCHEDULE 2

Assigned Trademarks and Trademark Applications

Trademarks

Trademark Name	Application Number	Registration Number	Country Name	Filing Date	Registration Date
INSIGHT	77/645826	3716760	United States of America	08-Jan-2009	24-Nov-2009
DASH SIX	85/738688	4342097	United States of America	26-Sep-2012	28-May-2013
STRATUS	85/622958		United States of America	11-May-2012	
TERRAIN	86/271860		United States of America	05-May-2014	