

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| TBS NORTH AMERICA INC | 01/01/2013 |
| RECEIVING PARTY DATA | |
| Name: | TOUCHLESS BIOMETRIC SYSTEMS AG |
| Street Address: | RIETBRUNNEN 2 |
| City: | PFÄFFIKON |
| State/Country: | SWITZERLAND |
| Postal Code: | 8808 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12737757 |
| CORRESPONDENCE DATA | |
| Fax Number: | (202)393-5350 |
| <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: | 202-638-6666 |
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| Correspondent Name: | JOHN CLARKE HOLMAN |
| Address Line 1: | 400 SEVENTH STREET NW |
| Address Line 4: | WASHINGTON, D.C. 20004 |
| ATTORNEY DOCKET NUMBER: | P73869US0 |
| NAME OF SUBMITTER: | JOHN C. HOLMAN |
| SIGNATURE: | /John C. Holman/ |
| DATE SIGNED: | 02/26/2015 |
| Total Attachments: 7 | |
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INTELLECTUAL PROPERTY TRANSFER

and

OFFSETTING

AGREEMENT

IP1

PATENT

REEL: 035043 FRAME: 0026

This **Intellectual Property Rights Transfer and Offsetting Agreement** (the “**Agreement**”) has been made

by and between

(1) **TBS NORTH AMERICA INC.**

2200 B Douglas BLV, STE 100, Roseville CA 95661

(the “**Transferor**”)

and

(2) **Touchless Biometric Systems AG**

Rietbrunnen 2, 8808 Pfäffikon, Schweiz

(the “**Transferee**”).

RECITALS

- A. Transferor is the unlimited and unrestricted owner of certain intellectual property rights relating to the Transferor's business.
- B. Transferee has provided Transferor a loan through several installments in an amount of USD 250'000 to finance the operations of the Transferor's business.
- C. The purpose of the present Agreement is to ensure
 - 1. the repayment of the Loan (as defined below), and
 - 2. that Transferee will become the owner of all Relevant-IP (as defined below) in particular relating to the Transferor's business and that no such Relevant-IP will remain with Transferor.

NOW, THEREFORE, the Parties (as defined below) agree as follows:

1. DEFINITIONS

As used in this Agreement and in addition to the definitions set forth in the stipulations of the Agreement, the following terms shall have the meanings set forth below. Terms defined in the singular or plural, as the case may be, shall have the same respective meanings when used in the plural or singular, as the case may be:

- “Copyrights”** shall mean any copyrights, whether registered or not, owned by the Transferor solely or jointly with a third party, in particular such copyrights relating to the Transferor’s Business.
- “Design Rights”** shall mean any rights in designs, whether registered or not, owned by the Transferor solely or jointly with a third party; in particular such design rights relating to the Transferor’s Business.
- “Effective Date”** shall mean the date of signature of the Agreement.
- “Intellectual Property Rights”** shall mean (i) any and all current and future intellectual property or proprietary rights, whether protected and/or protectable or not and whether registered or not, or the right to file for or obtain an intellectual property right, including designs, copyrights, moral rights, trademark rights (including but not limited to trade marks and service marks, trade names and company names, internet domain names, logos and slogans), inventions, patents, utility models, know-how and trade secret rights, computer programs, algorithms and software including source code, rights of priority, or any similar rights, recognized in any country, territory or jurisdiction in the world, (ii) registrations and applications for registrations in any of the items under (i), (iii) goodwill, and (iv) any license or other right in any of the items under (i), (ii) and (iii); in particular such intellectual property rights relating to the Transferor’s Business.
- “Know-How”** shall mean any secret or overt knowledge or information including but not limited to trade and other secrets, knowledge, ideas, formulae, compositions, processes, techniques, research and development results, technology, technical data, designs, drawings, specifications, software and data relating to business, commercial, technical, manufacturing or production activities which is not as a whole readily available to the public.
- “Loan”** shall mean the loan in the amount of USD 250’000 provided by Transferee to Transferor and which as of the Effective Date is due to be repaid by Transferor

- “Party”** shall mean the Transferor or the Transferee, and **“Parties”** shall mean the Transferor and the Transferee jointly.
- “Patents”** shall mean any Transferee’s patents and patent applications as well as utility models and utility models applications, all of them whether registered or not, owned by the Transferor solely or jointly a third party, including continuations, continuations in part, in particular the patents as listed in **Appendix 1**.
- “Relevant-IP”** shall mean the Intellectual Property Rights, the Know-How, the Copyrights, the Design Rights and the Patents.
- “Transferor’s Business”** shall mean the business operation exercised by Transferor as of the Effective Date.

2. TRANSFER OF TITLE AND OWNERSHIP

- (1) The Transferor hereby transfers and assigns all of its Intellectual Property Rights, the Copyrights, Design Rights, Know-How, Patents and Trademarks, together with all rights attached to them to Transferee and herewith transfers and assigns full and unrestricted title to and ownership in the Relevant-IP to Transferee (the **“Transfer”**). Transferee herewith accepts the Transfer.
- (2) To the extent that the Transfer or parts of the Transfer should not be possible at all under the applicable law, Transferor grants to Transferee an exclusive, perpetual, worldwide, transferable, fully paid-up right, including the right to grant sub-licenses, to use and commercialize in any way the Relevant-IP. Transferee herewith accepts such grant of rights.
- (3) The Transferor herewith grants Transferee a irrevocable power of attorney to carry out all acts, declarations and measures which are required for the registration of the Transferee as the registered owner of the Relevant-IP, in particular to make any declaration and sign any request and/or document required for this purpose in the name and on behalf of the Transferor.
- (4) Any costs, stamp duties, registration fees or other expenses (including reasonable advisors fees of the Transferee) connected with the Transfer will be borne by the Transferee.

3. DOCUMENTS

- (1) The Parties confirm and declare that with the Effective Date Transferor has already complied with its obligations to deliver to the Transferee all documents relating to the Relevant-IP (the **“Relevant Documents”**).

- (2) If the delivered documents turn out to be insufficient in order to register the Relevant-IP to the Transferee, the Transferor is obliged to co-operate fully in order to provide without any compensation any missing documentation to which the Transferor has access to or to which the Transferor may reasonably gain access to. Such documentation may include original, certified or notarized copies if so required by authorities in order to register the transfer.

4. LOAN, OFFSETTING, WAIVER AND RELEASE

- (1) With the Transfer of the Relevant-IP Transferor herewith offsets the Loan against any of Transferee's claims against Transferor relating to the Transfer, which include but shall not be limited to any financial compensation claim relating to and in consideration of the Transfer (the "**Offsetting**").
- (2) With the Offsetting the Parties agree that any of the Parties' claims hereunder, in particular relating to the Loan and the Transfer shall be compensated and reimbursed and therefore the Parties with the Offsetting herewith, on behalf of itself, its executors, administrators, successors and assigns, release and forever discharge each other of and from any and all claims, demands, actions or other damages, now sustained or sustained in the future, arising out of or in any way connected with or resulting from the Loan and the Transfer (the "**Relevant Claims**"). This is a full and final release applying to all unknown and unanticipated injuries or damages arising out of or relating to the Relevant Claims as well as those now known or disclosed, and the Parties herewith waive any and all past, present and future rights and/or claims concerning the alleged claims and any and all past, present and future rights of any kind arising out of or relating to the Relevant Claims.

5. Effective Date

This Agreement shall become effective with the Effective Date.

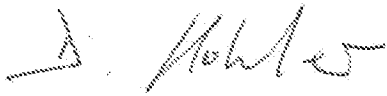
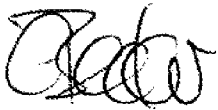
6. MISCELLANEOUS

- (1) The terms and conditions herein constitute the entire agreement between the Parties and shall supersede all previous agreements, either oral or written, between the Parties hereto with respect to the Relevant-IP, the Loan and the Offsetting.
- (2) Any amendments, changes or modifications to this Agreement shall have legal effect only if made in writing and signed by the Parties. This shall also apply to setting aside the requirement of written form.
- (3) If any provision of this Agreement shall be entirely or partly invalid or unenforceable, this shall not affect the validity and enforceability of all other provisions of this Agreement. The invalid or unenforceable provision shall be regarded as replaced by such valid and enforceable provision that as closely as possible reflects the economic purpose that the parties hereto had pursued with the invalid or unenforceable provision. The same shall apply to gaps.
- (4) Save for registration purposes, each of the Transferor shall keep the contents and the existence of this Agreement secret for an indefinite period of time.

- (5) This Agreement shall be subject to and construed in accordance with the laws of Switzerland, to the exclusion of the rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (6) The parties agree that for all disputes arising under or in connection with this Agreement the courts of Zurich, Switzerland, shall have exclusive jurisdiction.

Pfäffikon, 1.1.2013

Pfäffikon, 1.1.2013



Touchless Biometric Systems AG

Cornelia Becker

Daniel Kohler



TBS North America

Philippe Niederhauser

Appendix 1.

1. AZ: 09 77 67 14.9 (AT 12.06.2009)
Europäische Patentanmeldung "Vorrichtung zur Aufnahme von biometrischen Daten"
2. AZ: 12/737.757 (AT 12.06.2009)
Patentanmeldung in den USA "Vorrichtung zur Aufnahme von biometrischen Daten"