

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3769567

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EYELOCK, INC.	09/01/2015
RECEIVING PARTY DATA		
Name:	EYELOCK LLC	
Street Address:	355 LEXINGTON AVE., 12TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10017	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15061482
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	ipdocketing@foley.com, jrobins@foley.com	
Correspondent Name:	PAUL M. H. PUA	
Address Line 1:	111 HUNTINGTON AVENUE	
Address Line 2:	FOLEY & LARDNER LLP	
Address Line 4:	BOSTON, MASSACHUSETTS 02199	
ATTORNEY DOCKET NUMBER:	101546-0263	
NAME OF SUBMITTER:	PAUL M. H. PUA	
SIGNATURE:	/Paul M. H. Pua/	
DATE SIGNED:	03/04/2016	
Total Attachments: 13		
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (United States) (the "Assignment"), dated effective as of September 1, 2015 ("Effective Date"), is entered into by and between EyeLock, Inc. (f/k/a Global Rainmakers, Inc.), a Puerto Rico corporation with its principal place of business located at 1225 Ponce de Leon Avenue, 11th Floor, Suite 1101, San Juan, Puerto Rico 00907 ("Assignor"), and EYELOCK LLC (f/k/a Voxx Security LLC), a Delaware limited liability company, with its principal place of business located at 355 Lexington Ave, 12th Floor, New York, NY 10017 ("Assignee" and, together with the Assignor, the "Parties"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

A. Assignor owns all right, title and interest in and to the patents and patent applications listed on Schedule 1 attached and incorporated by reference hereto (collectively, the "Patents"), and all common law rights associated therewith.

B. Assignor owns all right, title and interest in and to the copyrights in the works ("the Works") covered by the copyright registrations listed on Schedule 2 attached and incorporated by reference hereto (collectively, the "Copyrights" and, collectively with the Patents and Works, the "Intellectual Property"), and all applications and registrations pertaining thereto, all common law rights associated therewith.

C. The Parties previously entered into an Asset Purchase Agreement, dated as of July 29, 2015, by and among Assignor (and its wholly-owned subsidiary, EyeLock Corporation), and Assignee (and its parent entity, Voxx International Corporation) (as amended from time to time, the "Purchase Agreement"), pursuant to which, among other things, Assignee agreed to acquire substantially all of the business of Assignor, including the Intellectual Property.

D. Effective as of the Effective Date, Assignor desires to transfer, assign and convey to Assignee, all of Assignor's right, title and interest in and to the Intellectual Property, on and subject to the terms and conditions set forth herein.

E. In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Assignment. For valuable consideration as set forth in the Asset Purchase Agreement, the receipt of which is acknowledged, effective as of the Effective Date, Assignor assigns, conveys and transfers to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to (a) the Intellectual Property, including all applications and registrations relating thereto, and any renewals and extensions thereof, any common law rights to such Intellectual Property, the rights to any derivative works derived from or incorporating the Works, in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, in and to all causes of action, either in law or in equity for past, present or future infringements based on the Intellectual Property, all rights of any kind whatsoever of Assignor accruing under any of the foregoing by applicable law of any jurisdiction, by international treaties and

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conventions and otherwise, and in and to all rights corresponding to the foregoing throughout the world, and (b) any other unregistered common law trademarks and any other unregistered copyrights.

2. **Recordation.** Assignor authorizes the Commissioner for Patents of the United States Patent and Trademark Office and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States to record and/or register this Assignment.

3. **Further Assurances.** Assignor agrees to reasonably cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; agrees to execute, or cause to be executed, upon the reasonable request of Assignee, such additional instruments, documents, declarations, consents and papers as are necessary to continue, secure, defend and register the Intellectual Property; and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Intellectual Property with the United States Patent & Trademark Office and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, with respect to any equivalent foreign rights, with any other appropriate office or registrar.

4. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Titles 15 and 35 of the United States Code.

5. **Consent to Jurisdiction and Venue.** Each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of, and venue in, any state or federal court located in New York, New York for the purposes of any suit, claim, or proceeding arising out of this Assignment, and shall commence any such suit, claim, or proceeding only in such courts. Each of the Parties hereby irrevocably and unconditionally waives any objection to the laying of venue of any suit, claim, or proceeding arising out of this Assignment in such courts, and hereby irrevocably and unconditionally waives and may not plead or claim in any such court that any such suit, claim, or proceeding brought in any such court has been brought in an inconvenient forum.

6. **Effect of Agreement.** This Assignment is subject to all of the terms and conditions of the Purchase Agreement. Nothing contained herein shall be deemed to create any additional obligations, covenants, representations or warranties or to alter, amend, modify, replace, expand or diminish the terms and conditions set forth in the Purchase Agreement; nor does this Assignment expand or enlarge any of the remedies under the Purchase Agreement, including without limitation, any limits on indemnification therein. In the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall govern and control in all respects.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of one or more signatures to this Assignment by facsimile or email (in PDF or similar electronic file format) shall be deemed adequate delivery for all purposes hereof.

8. **Notices.** All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 10.02 of the Purchase Agreement.

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9. **Binding Effect: Assignment.** This Assignment and the respective rights, covenants, conditions and obligations of the Parties and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the Parties and their respective heirs, successors and permitted assigns and legal representatives, but shall not create any rights enforceable by any other person.

10. **Modification and Waiver.** None of the provisions of this Assignment may be waived, changed or altered except in a writing executed by each of the Parties.

11. **Section Titles.** The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

[Signature Page Follows.]

The undersigned enters into this Assignment as of the Effective Date set forth above.

ASSIGNOR:

EYELOCK, INC.

By: 

Name: James Demitrius

Title: Chief Executive Officer

[Signature Page to Assignment of Intellectual Property]

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The undersigned enters into this Assignment as of the Effective Date set forth above.

ASSIGNEE:

EYELOCK LLC

By: VOXX INTERNATIONAL
CORPORATION, its Member

By: 

Name: Charles M. Stoehr
Title: Senior Vice President and
Chief Financial Officer

[Signature Page to Assignment of Intellectual Property]

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SCHEDULE 1
THE PATENTS

Matter Title	Application Number / Filing Date	Pat./Reg. No. / Issue Date	Country	Status	Owner
APPARATUS AND METHODS FOR DETECTING THE PRESENCE OF A HUMAN EYE	11/559381 11/13/2006	7801335 9/21/2010	United States of America	Granted	Eyelock, Inc.
SCALABLE SEARCHING OF BIOMETRIC DATABASES USING DYNAMIC SELECTION OF DATA SUBSETS	11/713894 3/5/2007	8364646 1/29/2013	United States of America	Granted	Eyelock, Inc.
ENSURING THE PROVENANCE OF PASSENGERS AT A TRANSPORTATION FACILITY	11/823338 6/27/2007	8604901 12/10/2013	United States of America	Granted	Eyelock, Inc.
METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	13/800496 3/13/2013	8818053 8/26/2014	United States of America	Granted	Eyelock, Inc.
METHOD FOR CONFIRMING THE IDENTITY OF AN INDIVIDUAL WHILE SHIELDING THAT INDIVIDUAL'S PERSONAL DATA	13/055961 1/26/2011		United States of America	Published Non Final OA mailed 4/23/2015	Eyelock, Inc.
OPERATOR INTERFACE FOR FACE AND IRIS RECOGNITION DEVICES	12/559908 9/15/2009	8306279 11/6/2012	United States of America	Granted	Eyelock, Inc.
SYSTEM AND METHOD FOR IRIS DATA ACQUISITION FOR BIOMETRIC IDENTIFICATION	12/675189 2/25/2010	8553948 10/8/2013	United States of America	Granted	Eyelock, Inc.
MIRROR SYSTEM AND METHOD FOR ACQUIRING BIOMETRIC DATA	12/658706 2/16/2010	8212870 2/13/2012	United States of America	Granted	Eyelock, Inc.

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FRAUD RESISTANT BIOMETRIC FINANCIAL TRANSACTION SYSTEM AND METHOD	12/444018 4/2/2009	8280120 10/2/2012	United States of America	Granted	Eyelock, Inc.
COMPACT BIOMETRIC ACQUISITION SYSTEM AND METHOD	12/441881 3/18/2009	8965063 2/24/2015	United States of America	Granted	Eyelock, Inc.
METHOD OF REDUCING VISIBILITY OF PULSED ILLUMINATION WHILE ACQUIRING HIGH QUALITY IMAGERY	13/055943 1/26/2011		United States of America	Published Final OA mailed 6/25/2015	Eyelock, Inc.
METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	12/887106 9/21/2010	8260008 9/4/2012	United States of America	Granted	Eyelock, Inc.
BIOMETRIC CAMERA MOUNT SYSTEM	12/749663 3/30/2010	8195044 6/5/2012	United States of America	Granted	Eyelock, Inc.
EFFICIENT METHOD AND SYSTEM FOR THE ACQUISITION OF SCENE IMAGERY AND IRIS IMAGERY USING A SINGLE SENSOR	13/398562 2/16/2012		United States of America	Published	Eyelock, Inc.
SCALABLE SEARCHING OF BIOMETRIC DATABASES USING DYNAMIC SELECTION OF DATA SUBSETS	13/720403 12/19/2012		United States of America	Published Final OA mailed 7/16/2015	Eyelock, Inc.
METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	13/567901 8/6/2012	8798330 8/5/2014	United States of America	Granted	Eyelock, Inc.
MOBILE IDENTITY PLATFORM	13/440707 4/5/2012	9117119 8/25/2015	United States of America	Granted	Eyelock, Inc.

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BIOMETRIC CHAIN OF PROVENANCE	13/450151 4/18/2012		United States of America	Published Final OA mailed 4/22/2015	Eyelock, Inc.
METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	13/567905 8/6/2012	8798331 8/5/2014	United States of America	Granted	Eyelock, Inc.
METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	13/800462 3/13/2013	8798333 8/5/2014	United States of America	Granted	Eyelock, Inc.
BIOMETRIC CAMERA MOUNT SYSTEM	13/464710 5/4/2012	8606097 12/10/2013	United States of America	Granted	Eyelock, Inc.
SYSTEMS AND METHODS FOR ILLUMINATING AN IRIS WITH VISIBLE LIGHT FOR BIOMETRIC ACQUISITION	13/473468 5/16/2012	9124798 9/1/2015	United States of America	Granted	Eyelock, Inc.
MIRROR SYSTEM AND METHOD FOR ACQUIRING BIOMETRIC DATA	13/493455 6/11/2012	9055198 9055198	United States of America	Granted	Eyelock, Inc.
MIRROR SYSTEM AND METHOD FOR ACQUIRING BIOMETRIC DATA	13/493462 6/11/2012	8958606 2/17/2015	United States of America	Granted	Eyelock, Inc.
METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	13/800525 3/13/2013	8798334 8/5/2014	United States of America	Granted	Eyelock, Inc.
METHOD AND SYSTEM FOR BIOMETRIC RECOGNITION	12/596019 10/15/2009	8953849 2/10/2015	United States of America	Granted	Eyelock, Inc.
EFFICIENT PREVENTION OF FRAUD	13/836476 3/15/2013		United States of America	Published Final OA mailed 4/30/2015	Eyelock, Inc.

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FRAUD RESISTANT BIOMETRIC FINANCIAL TRANSACTION SYSTEM AND METHOD	13/598307 8/29/2012	8818051 8/26/2014	United States of America	Granted	Eyelock, Inc.
SYSTEMS AND METHODS FOR CAPTURING ARTIFACT FREE IMAGES	13/590898 8/21/2012	8965064 2/24/2015	United States of America	Granted	Eyelock, Inc.
EFFICIENT PREVENTION FRAUD	13/837167 3/15/2013		United States of America	Published Final OA mailed 4/30/2015	Eyelock, Inc.
COMPACT BIOMETRIC ACQUISITION SYSTEM AND METHOD	13/797258 3/12/2013		United States of America	Pending	
FRAUD RESISTANT BIOMETRIC FINANCIAL TRANSACTION SYSTEM AND METHOD	13/598355 8/29/2012	8818052 8/26/2014	United States of America	Granted	Eyelock, Inc.
EFFICIENT PREVENTION OF FRAUD	PCT/US2013/0 32830 3/18/2013		P.C.T.	Published 30 month national phase filing deadline is 9/15/2015	Eyelock, Inc.
MOBILE IDENTITY PLATFORM	13/773168 2/21/2013	9036871 5/19/2015	United States of America	Granted	Eyelock, Inc.
MOBILE IDENTITY PLATFORM	13/773159 2/21/2013	9002073 4/7/2015	United States of America	Granted	Eyelock, Inc.
FRAUD RESISTANT BIOMETRIC FINANCIAL TRANSACTION SYSTEM AND METHOD	13/785987 3/5/2013		United States of America	Published Final OA mailed 6/2/2015	Eyelock, Inc.
SYSTEM AND METHOD FOR IRIS DATA ACQUISITION FOR BIOMETRIC IDENTIFICATION	13/786079 3/5/2013	9095287 8/4/2015	United States of America	Granted	Eyelock, Inc.

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SYSTEM AND METHOD FOR IRIS DATA ACQUISITION FOR BIOMETRIC IDENTIFICATION	13/786093 3/5/2013		United States of America	Allowed	Eyelock, Inc.
LENS SYSTEM FOR HIGH QUALITY VISIBLE IMAGE ACQUISITION AND INFRA-RED IRIS IMAGE ACQUISITION	62/105691		United States of America	Pending	
ENSURING THE PROVENANCE OF PASSENGERS AT A TRANSPORTATION FACILITY	14/074907 11/8/2013		United States of America	Allowed	Eyelock, Inc.
METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	14/712460		United States of America	Pending	
SYSTEMS AND METHODS FOR CAPTURING ARTIFACT FREE IMAGES	14/629100		United States of America	Pending	
BIOMETRIC DATA ACQUISITION DEVICE	14/118812 4/21/2014		United States of America	Published	Eyelock, Inc.
IRIS IMAGING DEVICE	29/478513		United States of America	Pending	
METHODS AND APPARATUS FOR REPETITIVE IRIS RECOGNITION	62/056598		United States of America	Pending	
METHODS AND APPARATUS FOR DIRECTING THE GAZE OF A USER IN AN IRIS RECOGNITION SYSTEM	62/049724		United States of America	Pending	
METHODS AND APPARATUS FOR ILLUMINATING THE IRIS FOR IRIS RECOGNITION	62/056600		United States of America	Pending	
METHODS AND APPARATUS FOR REPETITIVE IRIS RECOGNITION	PCT/US2015/010293		P.C.T.	Pending	

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METHODS AND APPARATUS FOR POWER-EFFICIENT IRIS RECOGNITION	PCT/US2014/072175		P.C.T.	Pending	
SYSTEMS AND METHODS FOR CAPTURING ARTIFACT FREE IMAGES	14/598098 1/15/2015	9122925 9/1/2015	United States of America	Granted	Eyelock, Inc.
METHODS AND SYSTEMS FOR MANAGING NETWORK ACTIVITY USING BIOMETRICS	62/132086		United States of America	Pending	
METHOD AND SYSTEM FOR BIOMETRIC RECOGNITION	14/657415		United States of America	Pending	
MODEL-BASED PREDICTION OF AN OPTIMAL CONVENIENCE METRIC FOR AUTHORIZING TRANSACTIONS	62/082070		United States of America	Pending	
BIOMETRIC CAMERA MOUNT SYSTEM	14/687444		United States of America	Pending	
BIOMETRIC DATA ACQUISITION DEVICE	2764914 7/9/2009		Canada	Pending	Eyelock, Inc.
FRAUD RESISTANT BIOMETRIC FINANCIAL TRANSACTION SYSTEM AND METHOD	07843633.4 10/2/2007		European Patent Office	Pending	Eyelock, Inc.
COMPACT BIOMETRIC ACQUISITION SYSTEM AND METHOD	07842962.8 9/21/2007		European Patent Office	Pending	Eyelock, Inc.
EFFICIENT METHOD AND SYSTEM FOR THE ACQUISITION OF SCENE IMAGERY AND IRIS IMAGERY USING A SINGLE SENSOR	12747311.4 2/16/2012		European Patent Office	Pending	Eyelock, Inc.
MOBILE IDENTITY PLATFORM	12866256.6 4/5/2012		European Patent Office	Pending	Eyelock, Inc.
BIOMETRIC CHAIN OF PROVENANCE	12774130.4 4/18/2012		European Patent Office	Pending	Eyelock, Inc.

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SYSTEMS AND METHODS FOR CAPTURING ARTIFACT FREE IMAGES	12825460.4 8/21/2012		European Patent Office	Pending	Eyelock, Inc.
IRIS IMAGING DEVICE	002498006-0001 7/7/2014	002498006-0001 10/2/2014	European	Granted	Eyelock, Inc.
EFFICIENT METHOD AND SYSTEM FOR THE ACQUISITION OF SCENE IMAGERY AND IRIS IMAGERY USING A SINGLE SENSOR	112013021160.1		Brazil	Pending	
IRIS IMAGING DEVICE	3020140031694		Brazil	Pending	
EFFICIENT METHOD AND SYSTEM FOR THE ACQUISITION OF SCENE IMAGERY AND IRIS IMAGERY USING A SINGLE SENSOR	201280017539.7		China	Pending	
BIOMETRIC CHAIN OF PROVENANCE	201280030217.6		China	Pending	
IRIS IMAGING DEVICE	201430225424.9		China	Pending	
EFFICIENT METHOD AND SYSTEM FOR THE ACQUISITION OF SCENE IMAGERY AND IRIS IMAGERY USING A SINGLE SENSOR	1020137024678		South Korea	Pending	
MOBILE IDENTITY PLATFORM	1020137029383		South Korea	Pending	
SYSTEMS AND METHODS FOR CAPTURING ARTIFACT FREE IMAGES	1020147007707		South Korea	Pending	
IRIS IMAGING DEVICE	30201433131		South Korea	Pending	
EFFICIENT METHOD AND SYSTEM FOR THE ACQUISITION OF SCENE IMAGERY AND IRIS IMAGERY USING A SINGLE SENSOR	2013142254		Russian Federation	Pending	

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SYSTEMS AND METHODS FOR CAPTURING ARTIFACT FREE IMAGES	2014110930		Russian Federation	Pending	
IRIS IMAGING DEVICE	2014502608		Russian Federation	Granted	
IRIS IMAGING DEVICE	263909		India	Pending	

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