

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3798671

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AERENDIR MOBILE INCORPORATED	02/02/2016
RECEIVING PARTY DATA	
Name:	PROPRIUS TECHNOLOGIES S.A R.L
Street Address:	291 ROUTE D' ARLON
City:	LUXEMBOURG
State/Country:	LUXEMBOURG
Postal Code:	L-1150
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15013875
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>	
Phone:	6506257580
Email:	husharkey@gmail.com
Correspondent Name:	HUGH SHARKEY
Address Line 1:	480 SAN ANTONIO ROAD
Address Line 4:	MOUNTAIN VIEW, CALIFORNIA 94040
NAME OF SUBMITTER:	HUGH SHARKEY
SIGNATURE:	/Hugh Sharkey/
DATE SIGNED:	03/24/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 8	
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source=Aerendir - Intercompany Patent Assignment 11.30.2015_(149774432)_ (1)#page2.tif	
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ASSIGNMENT AGREEMENT

This Assignment Agreement (this “*Agreement*”) is entered into on November 30, 2015 (“*Signature Date*”) by and between Aerendir LLC, a Delaware limited liability company with an office at 950 Page Mill Road, Palo Alto, California 94304 (“*Assignor*”), Proprius Technologies S.A R.L, a private limited liability company with an office at 291 route d’Arlon, L-1150 Luxembourg, Grand Duchy of Luxembourg (“*Assignee*”), Aerendir Mobile Inc., a Delaware corporation with an office at 5 Belle Roche Avenue, Palomar Park, CA 94062 (“*Licensee A*”) and Propri US LLC, a Delaware limited liability company with an office at 950 Page Mill Road, Palo Alto, CA 94304 (“*Licensee B*”). In consideration of the mutual covenants contained herein and other good consideration, the sufficiency of which is hereby acknowledged, Assignor, Assignee, Licensee A and Licensee B (each a “*Party*” and collectively the “*Parties*”) hereby agree as follows:

1. DEFINITIONS

- 1.1 “*Assigned Agreements*” means License One and License Two.
- 1.2 “*Assignment Date*” means the date on which the Luxembourg Notary Deed was passed, i.e. 28 October 2015.
- 1.3 “*License One*” means that certain Patent License Agreement between Assignor and Licensee A dated October 27, 2015.
- 1.4 “*License Two*” means that certain Patent License Agreement between Assignor and Licensee B dated October 27, 2015.
- 1.5 “*Luxembourg Notary Deed*” means the notary deed passed on 28 October 2015 before the notary Martine Schaeffer in Luxembourg, pursuant to which Assignee was incorporated by Assignor and Worldstone Venture S.à r.l., a private limited liability company with an office at 291 route d’Arlon, L-1150 Luxembourg, Grand Duchy of Luxembourg and the Patent Rights as well as the Assigned Agreements were assigned by way of contribution by Assignor to the share capital of Assignee.
- 1.6 “*Patent Rights*” shall mean: (i) the Patents identified in *Exhibit A*; (ii) any and all reissues, renewals, continuations, continuations-in-part, re-examinations, divisionals, extensions and foreign and international counterparts of any of the Patents identified in the foregoing (i); and (iii) any and all Patents (a) that claim priority to or common priority with any of the Patents identified in the foregoing (i) or (ii), or (b) from which any of the Patents set forth in the foregoing (i) or (ii) claim priority, in each case directly or indirectly.
- 1.7 “*Patents*” shall mean any and all patents and patent applications, including any provisionals, divisionals, substitutions, inventor certificates, utility models, continuations, continuations-in-part, reissues, reexaminations, or extensions thereof, supplementary protection certificates, renewals, all letters patents granted on or claiming priority to any of the foregoing applications and all foreign and international counterparts of the foregoing filed, granted or issued in any country or jurisdiction.

2. TRANSFER OF PATENT RIGHTS

- 2.1 Assignment of Patent Rights. Effective upon the Assignment Date, Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest in and to the Patent Rights, and all inventions and discoveries described therein that are claimed by the Patent Rights, including without limitation, any and all rights of Assignor to sue for past, present and future infringement, to collect royalties under the Patent Rights, and, to the extent the Patent Rights include any pending applications, to prosecute all existing Patent Rights worldwide, to apply for additional Patent Rights worldwide claiming priority from any of the Patent Rights and to have Patent Rights issue in the name of the Assignee.
- 2.2 Assignment of Causes of Action. Effective upon the Assignment Date, Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patent Rights, and all inventions and discoveries described therein that are claimed by the Patent Rights, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patent Rights.
- 2.3 Assignment of Agreements. Effective upon the Assignment Date, Assignor hereby sells, assigns, novates, transfers and conveys to Assignee all right, title and interest it has in the Assigned Agreements, and Assignee hereby assumes all of Assignor's rights and obligations under the Assigned Agreements. Licensee A and Licensee B hereby consent to such assignment.
- 2.4 Delivery. On the Signature Date, Assignor shall execute an assignment of patent rights in the form attached hereto as **Exhibit B** for each of the Patent Rights. On or within five (5) business days of the Signature Date, Assignor shall send, via Federal Express or other reliable overnight delivery service, to Assignee the executed original of this Agreement and each such assignment. On the Signature Date, Assignor shall electronically transmit all files and original documents owned or controlled by Assignor regarding the Patent Rights including, without limitation, (i) prosecution history files for all issued, pending and abandoned Patent Rights, (ii) its own files regarding the issued Patent Rights and (iii) a current electronic copy of a docketing report for the Patent Rights accurately setting forth to the best of Assignor's knowledge any and all due dates that will occur within 30 days of the Signature Date and which are relevant to the prosecution or maintenance of the Patent Rights, including, without limitation, information relating to deadlines, payments and filings for the Patent Rights, and the names, business addresses, e-mail addresses and phone numbers of all prosecution counsel and agents.
- 2.5 Further Assurances.
- (a) Cooperation. Upon Assignee's request, with reasonable notice given, and without additional consideration, Assignor shall execute any further papers and documents and do such other acts as may be necessary and proper to vest full title and transfer all rights and interest in and to the Patent Rights in Assignee (or its designee). Assignor shall assist Assignee, and any successor, in every proper way to secure the Assignee's rights in the Patent Rights in any and all countries, including the disclosure to the Assignee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Assignee shall reasonably deem necessary in order to apply for, prosecute, and obtain such rights and in order to assign and convey to the Assignee, its successors, assigns, and nominees the sole and exclusive right, title and interest in and to the Patent Rights.

- (b) Limited Power of Attorney. Assignor irrevocably constitutes and appoints Assignee, with full power of substitution, to be its true and lawful attorney, and in its name, place or stead, to execute, acknowledge, swear to and file, all instruments, conveyances, certificates, agreements and other documents, and to take any action which shall be necessary, appropriate or desirable to effectuate the transfer, or prosecution of the Patent Rights in accordance with the terms of this Agreement; provided, however, that such power shall be exercised by the Assignee only in the event that Assignor fails to take the necessary actions required hereunder to affect or record such transfer, or prosecution of such Patent Rights within thirty (30) days of Assignee's reasonable request, or ten (10) days prior to the deadline for taking the required action if earlier. This power of attorney shall be deemed to be coupled with an interest and shall be irrevocable.
- (c) Attorney-Client Privileged Information. Upon Assignee's request, Assignor and Assignee shall negotiate and enter into a common interest agreement under which Assignee may have access to, while preserving the privilege thereof, attorney-client privileged information or work-product privileged information that Assignee believes necessary for Assignee's licensing or enforcement of the Patent Rights, at no additional cost to Assignee other than Assignor's reasonable out-of-pocket expenses incurred in the course of fulfilling its obligations under such agreement.

2.6 Payment. Assignee shall, following completion of Assignor's obligations under Section 2.4, pay Assignor a fee of one (1) U.S. dollar.

3. **PATENT COSTS**

3.1 Amendment of Licenses. Section 2.4.3 of License One and Section 2.4.3 of License Two are each hereby deleted in their entirety and replaced with the following: "Payment of Patent Costs shall be as set forth in Section 3.2 of that certain Intercompany Patent Assignment between Aerendir LLC, Proprius Technologies S.A R.L, Aerendir Mobile Inc., and Propri US LLC dated November 30, 2015.

3.2 Patent Cost Responsibility. Licensee A agrees to reimburse to Assignee ninety percent (90%) of all Patent Costs incurred by Assignee after the Assignment Date and throughout the term of License One. Licensee B agrees to reimburse to Assignee five percent (5%) of all Patent Costs incurred by Assignee after the Assignment Date and throughout the term of License Two. Assignee shall remain responsible for the remaining five percent (5%) of all Patent Costs. Assignee shall provide Licensee A and Licensee B with a detailed description of Patent Costs incurred when invoicing Licensee A and Licensee B for their respective shares of the Patent Costs. Assignee shall invoice Licensee A and Licensee B on a calendar quarterly basis, with each invoice provided on or after the last day of the end of the quarter and encompassing Patent Costs incurred during such quarter. Invoices are payable within thirty (30) days of the invoice date.

4. **WARRANTIES**

4.1 Mutual. Each Party represents and warrants to each other Party that: (i) it is a duly organized legal entity, validly existing under the laws of the jurisdiction of its incorporation; (ii) the execution of this Agreement does not and will not violate, conflict with or result in a material default under any other agreement to which it is a party; and (iii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or similarly applicable actions on the part of such Party.

4.2 By Assignor. Assignor represents and warrants to Assignee that: (i) other than pursuant to the Assigned Agreements, Assignor does not know as of the Assignment Date of any third party or third parties that claim to own, or hold a license or right to, any Patent Rights; and (ii) to Assignor's knowledge, the Patent Rights are not the subject of any threatened or pending actions, suits, investigations, claims or proceedings as of the Assignment Date.

5. DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PURCHASED PATENTS OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. NOTHING IN THIS AGREEMENT SHALL BE DEEMED A REPRESENTATION OR WARRANTY THAT THE PATENT RIGHTS ARE VALID AND/OR ENFORCEABLE, OR THAT THE PRACTICE OF THE INVENTIONS IN THE PATENT RIGHTS, WILL NOT INFRINGE, DIRECTLY OR INDIRECTLY, ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

6. MISCELLANEOUS

6.1 Governing Law. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of California without regard to principles of conflict of laws.

6.2 Jurisdiction. Each Party hereby agrees to jurisdiction and venue in the courts of the State of California or the Federal courts sitting therein for all disputes and litigation arising under or relating to this Agreement.

6.3 Limitation on Consequential Damages. NO PARTY SHALL BE LIABLE TO ANOTHER PARTY FOR LOSS OF PROFITS, OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6.4 Entire Agreement. The terms and conditions of this Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. None of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in a writing signed by authorized representatives of the Parties This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.

6.5 Notices. All notices required or permitted to be given hereunder shall be in writing, shall make reference to this Agreement, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed as follows:

If to Assignor

c/o Daniel Zimmermann
950 Page Mill Road
Palo Alto, CA 94304

If to Assignee

Pierfrancesco Pozzi Rocco
291 route d' Arlon, L-1150 Luxembourg
Grand Duchy of Luxembourg

If to Licensee A:

Hugh Sharkey
5 Belle Roche Avenue
Palomar Park, CA 94062

If to Licensee B:

c/o Daniel Zimmermann
950 Page Mill Road
Palo Alto, CA 94304

Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. A Party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such Party at such changed address.

- 6.6 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.
- 6.7 Waiver. Failure by a Party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.
- 6.8 Assignment. The terms and conditions of this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties.

Each Party is signing this Assignment Agreement with intent to be bound as of the Assignment Date.

Aerendir LLC

Martin Zizi

Signature

Martin Zizi

Printed Name

President

Title

Date

Aerendir Mobile Inc.

Hugh Sharkey

Signature

Hugh Sharkey

Printed Name

President

Title

Date

Proprius Technologies S.A R.L

Pierfrancesco Pozzi Rocco

Signature

Pierfrancesco Pozzi Rocco

Printed Name

Worldstone Ventures IM SPRL

Class A Manager

Prefimco SA, manager

Represented by Mr. Pierfrancesco Pozzi Rocco

Managing Director

Title

Date

Propri US LLC

Martin Zizi

Signature

Martin Zizi

Printed Name

Chief Executive Officer

Title

Date

EXHIBIT A

PATENT RIGHTS TO BE ASSIGNED

- U.S. Provisional Patent Application No. 62/112153 titled “Local user authentication with neuro-mechanical fingerprints,” which was filed on February 4, 2015.

EXHIBIT B

PATENT ASSIGNMENT AGREEMENT

Effective October 28, 2015 (“**Assignment Date**”), for good and valuable consideration, the receipt of which is hereby acknowledged, Aerendir LLC, a Delaware limited liability company with an office at 950 Page Mill Road, Palo Alto, CA 94304 (“**Assignor**”), does hereby sell, assign, transfer and convey unto Proprius Technologies S.A R.L, a private limited liability company with an office at 291 route d’Arlon, L-1150 Luxembourg, Grand Duchy of Luxembourg (“**Assignee**”), all right, title and interest in and to the patents and patent applications listed below, any and all continuations, divisionals, continuations in-part of the foregoing, any and all counterpart foreign patents, applications and certificates of invention of any of the foregoing, and all reissues, re-examinations, renewals, extensions and utility models of any of the foregoing, including but not limited to U.S. Provisional Patent Application No. 62/112153 (collectively “**Patent Rights**”).

In addition, Assignor agrees to and hereby does sell, assign, transfer and convey unto Assignee all of Assignor’s rights (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) the right to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding.

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

Assignor is signing this Patent Assignment Agreement with intent to be bound as of the Assignment Date.

Assignor: Aerendir LLC

Martin Zizi

Signature

Martin Zizi

Printed Name

President

Title

Date