

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3887105

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MARINA BEACH, SERIES 69 OF ALLIED SECURITY TRUST I	01/25/2016
RECEIVING PARTY DATA		
Name:	ADOBE SYSTEMS INCORPORATED	
Street Address:	345 PARK AVENUE	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95110	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15162965
CORRESPONDENCE DATA		
Fax Number:	(404)541-4722	
<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:	404-815-6500	
Email:	BPOUGH@KTSLAW.COM	
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON ADOBE	
Address Line 1:	MAILSTOP: IP DOCKETING - 22	
Address Line 2:	1100 PEACHTREE ST NE, SUITE 2800	
Address Line 4:	ATLANTA, GEORGIA 30309-4530	
ATTORNEY DOCKET NUMBER:	058083-1011774 (P2496-C2)	
NAME OF SUBMITTER:	BARBARA POUGH	
SIGNATURE:	/BARBARA POUGH/	
DATE SIGNED:	05/24/2016	
Total Attachments: 5		
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Agreement") is made as of January 5, 2016 (the "Effective Date"), by and between **Marina Beach, Series 69 of Allied Security Trust I**, a Delaware statutory trust with an address at 555 California St, 12th Floor, San Francisco, California, 94104, U.S.A., Attn: Jake Handy, Fenwick & West LLP ("Assignor"), and **Adobe Systems Incorporated**, a Delaware Corporation having a place of business at 345 Park Ave, San Jose, California 95110 ("Assignee") (hereinafter referred to collectively as the "Parties" and individually as a "Party"). The Parties hereto agree as follows:

1. **ASSIGNMENT.** Subject to the following, Assignor hereby assigns to Assignee all of Assignor's rights, title, and interest (including the right to recover for unsettled past, present and future infringement) in, to, and under the patents and patent applications set forth on Exhibit A hereto (the "Patents") to the full extent of its ownership or interest therein. Assignee acknowledges and agrees that Assignee's rights, title and interest to the Patents are subject to any patent license agreements, patent settlement agreements or other agreements relating to the Patents entered into prior to the Effective Date, and that Assignor reserves a right and license under the Patents (together with all reissues, results of reexamination, extensions, divisions, continuations, continuations in part and foreign counterparts that claim priority to any of the Patents, whether filed or prosecuted by Assignee or any successor-in-interest thereto) to the extent, if any, necessary to effectuate its obligations as licensor under any such agreements.

2. **COOPERATION.** The Parties agree to have executed and file with the United States Patent and Trademark Office the confirmatory assignment with respect to the Patents attached hereto as Exhibit B. Assignor shall take any reasonable actions, and will execute, deliver, and file such documents and instruments, in each case at Assignee's expense, as required in order to effectuate the assignment of the Patents as set forth in this Agreement.

3. **PAYMENT.** In consideration for the assignment of the Patents hereunder and other rights and benefits set forth herein and as full payment for the assignment of the Patents hereunder, Assignee shall pay to Assignor Sixty-Five Thousand Dollars (USD \$65,000.00).

4. **LIMITATION OF LIABILITY.** The parties acknowledge that the Patents are being assigned "AS IS" without representations or warranties of any kind. Assignor does not represent or warrant that the use of any technologies claimed by the Patents will be free from infringement of any other patent or intellectual property rights. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, ENFORCEABILITY, CLAIM CONSTRUCTION, NON-INFRINGEMENT, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITATION OF LIABILITY OR LIMITED REMEDY, IN NO EVENT WILL ASSIGNOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR ANY LOSS OF PROFITS, REVENUE OR BUSINESS, EVEN IF ASSIGNOR IS NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. The Parties acknowledge that the limitation of liability set forth in this Section 4 and the allocation of risk that it implements is an essential element of the bargain agreed to by the Parties, without which the Parties would not have entered into this Agreement.

5. GENERAL.

5.1 **Governing Law.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of Delaware and/or U.S. federal law, if applicable, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware and/or U.S. federal law, if applicable, to the rights and duties of the parties.

5.2 **Attorneys' Fees.** If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' fees.

5.3 **No Waiver.** No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive, or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair, or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

5.4 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

5.5 **Entire Agreement.** This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations, or understandings, whether oral or written, relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by duly authorized signatories of both parties.

5.6 **Miscellaneous.** The Parties hereto shall not be considered as joint venturers, partners, employers or agents of one another, and shall not have the power to bind or obligate one another except as set forth in this Agreement. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

MARINA BEACH, SERIES 69 OF ALLIED SECURITY TRUST I

By:

Russell W. Binns, Jr.

Name:

Russell W. Binns, Jr.

Title:

Chief Executive Officer

Address:

100 Overlook Center, Suite 2051
Princeton, NJ 08540

ASSIGNEE:

ADOBE SYSTEMS INCORPORATED

By:

Name:

Title:

Address:

Exhibit A
SCHEDULE A

Patent No.	Patent No.	Patent No.	Patent No.	Patent No.	Patent No.
1	US8001391	US20090034722	US12105101	Patent	Method of encrypting and decrypting data stored on a storage device using an embedded encryption/decryption means
1		WO/2001/093002	WOPCT/US01/17245	Lapsed	METHOD OF DECRYPTING DATA STORED ON A STORAGE DEVICE USING AN EMBEDDED ENCRYPTION/DECRYPTION MEANS
1			US09583452	Abandoned	Method of decrypting data stored on a storage device using an embedded encryption/decryption means
1	TW502232		TW20010112447	Lapsed	Method of decrypting data stored on a storage device using an embedded encryption/decryption means
1		AU6810201	AU20010068102	Lapsed	Method of decrypting data stored on a storage device using an embedded encryption/decryption means
2	US8001387	US20070250718	US11407467	Patent	Removable storage medium with biometric access
2		WO/2007/121034	WOPCT/US07/64710	Lapsed	REMOVABLE STORAGE MEDIUM WITH BIOMETRIC ACCESS
3	US8307217	US20080294914	US12025777	Patent	Trusted storage
3		WO/2008/148114	WOPCT/US08/64923	Lapsed	Trusted Storage
3			US60954759	Expired	OPTICAL DISK DIGITAL RIGHTS MANAGEMENT
3			US60940191	Expired	OPTICAL DISK DIGITAL RIGHTS MANAGEMENT
4	US9003201	US20100005319	US12394026	Patent	Hardware protection for encrypted strings and protection of security parameters
4			US61031591	Expired	HARDWARE PROTECTION FOR ENCRYPTED STRINGS AND PROTECTION OF SENSITIVITY SECURITY PARAMETERS
4			US14636185	Application	HARDWARE PROTECTION FOR ENCRYPTED STRINGS AND PROTECTION OF SECURITY PARAMETERS
5	US8762708	US20100095113	US12249906	Patent	Secure content distribution system
5		US20140324704	US14269121	Publication	SECURE CONTENT DISTRIBUTION SYSTEM
6		US20140129847	US13669273	Publication	Trusted Storage

EXHIBIT B

Confirmatory Patent Assignment Form

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

WHEREAS, Marina Beach, Series 69 of Allied Security Trust I, a Delaware statutory trust, with an address at 555 California St, 12th Floor, San Francisco, California, 94104, U.S.A., Attn: Jake Handy, Fenwick & West LLP ("ASSIGNOR") owns certain patents and/or patent applications, as set forth in Attachment 1 attached hereto and incorporated herein by this reference ("PATENTS"); and

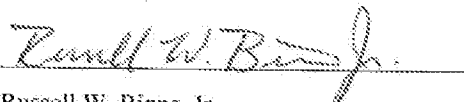
WHEREAS Adobe Systems Incorporated, a Delaware Corporation having a place of business at 345 Park Avenue, San Jose, California 95110 ("ASSIGNEE"), desires to acquire ASSIGNOR's rights, title and interest in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Patent Assignment Agreement, dated January 5, 2016, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE, subject to any rights granted;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby assigns to ASSIGNEE its entire rights, title and interest in and to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 25 day of January, 2016.

By:


Name: Russell W. Binns, Jr.Title: Chief Executive OfficerSTATE OF New JerseyCOUNTY OF Monmouth
)
) ss.
)

On January 25, 2016, before me, the undersigned notary public in and for said County and State, personally appeared Russell W. Binns, Jr.,

☒

personally known to me [or]

☐

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies) and that, by his signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Series 69—PPA Adobe



My commission expires on

MARY LUCASH
 NOTARY PUBLIC OF NEW JERSEY
 ID # 50023949
 My Commission Expires 9/24/2020

ATTACHMENT I
PATENTS

Patent No.	Patent No.	Patent No.	Patent No.	Status	Patent Title
1	US8001391	US20090034722	US12105101	Patent	Method of encrypting and decrypting data stored on a storage device using an embedded encryption/decryption means
1		WO/2001/093002	WOPCT/US01/17245	Lapsed	METHOD OF DECRYPTING DATA STORED ON A STORAGE DEVICE USING AN EMBEDDED ENCRYPTION/DECRYPTION MEANS
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4			US61031591	Expired	HARDWARE PROTECTION FOR ENCRYPTED STRINGS AND PROTECTION OF SENSITIVITY SECURITY PARAMETERS
4			US14636185	Application	HARDWARE PROTECTION FOR ENCRYPTED STRINGS AND PROTECTION OF SECURITY PARAMETERS
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