

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3959420

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RAF TECHNOLOGY, INC.	03/08/2016
RECEIVING PARTY DATA		
Name:	AUTHENTECT, INC.	
Street Address:	15400 NE 90TH STREET, SUITE 300	
City:	REDMOND	
State/Country:	WASHINGTON	
Postal Code:	98052	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15208339
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	129875-217279	
NAME OF SUBMITTER:	HEATHER KULIN	
SIGNATURE:	/Heather Kulin/	
DATE SIGNED:	07/13/2016	
Total Attachments: 6		
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this “**Patent Assignment**”), dated as of March 8, 2016, is made by RAF Technology, Inc., a Washington corporation (“**Assignor**”), located at 15400 NE 90th Street, Suite. 300, Redmond, Washington, in favor of Authentect, Inc., a Washington corporation (“**Assignee**”), located at 15400 NE 90th Street, Suite. 300, Redmond, Washington, the assignee of certain assets of Assignor pursuant to a Technology Transfer Agreement between Assignee and Assignor of even date herewith (the “**Technology Transfer Agreement**”).

WHEREAS, under the terms of the Technology Transfer Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Technology Transfer Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the “**Assigned Patents**”):

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

(c) 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;

(d) any and all claims and causes of action, with respect to any of the foregoing, except for any such claims or causes of action, if any, that accrued before 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, 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;

(e) inventions, invention disclosures, and discoveries described in any of the Assigned Patents and/or any item in the foregoing categories (a) through (d) that (i) are included in any claim in the Assigned Patents and/or any item in the foregoing categories (a) through (d), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Assigned Patents and/or any item in the foregoing categories

(a) through (d), and/or (iii) could have been included as a claim in any of the Assigned Patents and/or any item in the foregoing categories (a) through (d); and

(f) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (e), 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.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Technology Transfer Agreement. The terms of the Technology Transfer Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the Technology Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Technology Transfer Agreement and the terms hereof, the terms of the Technology Transfer Agreement shall govern.

4. Representations and Warranties.

4.1 Assignor . Assignor represents, warrants and covenants that:

(a) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations under this Agreement;

(b) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Assigned Patents, including, without limitation, all right, title, and interest to sue for infringement of the Assigned Patents except as provided above. Assignor has obtained and properly recorded previously executed assignments from the inventors of record.

(c) To Assignor's knowledge the Assigned Patents are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions.

(d) There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Assigned Patents, except for ongoing examination in the U.S. Patent Office in the case of pending applications.

(e) There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person other than Assignee to acquire any of the Assigned Patents.

(f) No other representations or warranties of any kind are expressed or implied.

4.2 Assignee. Assignee represents, warrants and covenants that:

(a) It will exercise reasonable efforts, at its expense, to diligently continue examination of the pending applications listed in Schedule 1 in the corresponding patent offices until such applications are granted or abandoned.

(b) It will timely pay, at its expense, any and all maintenance fees, annuities, and the like, as and when they become due in the corresponding patent offices with regard to the Assigned Patents, including the pending applications listed in Schedule 1.

5. Counterparts. This Patent 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 Patent 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 Patent Assignment.

6. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

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

RAF TECHNOLOGY, INC.

By: David Reeves

Name: David Reeves

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

AUTHENTECT, INC.

By: _____

Name: Scot Land

Title: Chief Executive Officer

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

RAF TECHNOLOGY, INC.

By: _____

Name: David Reeves

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

AUTHENTECT, INC.

By: Scot Land

Name: Scot Land

Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED PATENTS

Jurisdiction	Title	Application No.	Patent No.	Filing Date
US	Digital Fingerprinting Track & Trace System	14/531,307	TBD	November 3, 2014
US	Document Authentication Using Extracted Digital Fingerprints	15/044,034	TBD	February 15, 2016
US	Document Verification Using Regional Analyses	Unfiled	N/A	N/A
EP	Digital Fingerprinting Track & Trace System	14191548.8	TBD	November 3, 2014
US	Digital Fingerprinting Object Authentication and Anti-Counterfeiting System	14/531,724	TBD	November 3, 2014
EP	Digital Fingerprinting Object Authentication and Anti-Counterfeiting System	14191546.2	TBD	November 3, 2014
US	Document Fingerprinting	13/410,753	8,774,455	March 2, 2012
US	Document Fingerprinting	14/290,653	TBD	May 29, 2014
US	Object Identification and Inventory Management	13/618,362	TBD	September 14, 2012
US	Object Identification and Inventory Management	14/841,359	TBD	August 31, 2015
CA	Object Identification and Authentication	2,825,681	TBD	August 30, 2013
US	Preserving Authentication Under Item Change	62/297,262	TBD	February 19, 2016
US	Creating a Personal History for an Item During Track and Trace	62/297,285	TBD	February 19, 2016
US	Preservation of Second Provenance	62/297,334	TBD	February 19, 2016
US	Multi-Leveled Authentication Using Featureprinting	62/297,343	TBD	February 19, 2016
US	Object Dimensioning Camera Focal Information	62/297,349	TBD	February 19, 2016

PATENT ASSIGNMENT

RECORDED: 07/13/2016

PATENT
REEL: 039145 FRAME: 0281