

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/24/2012

CONVEYING PARTY DATA

Name	Execution Date
CEELOX INC.	04/23/2013

RECEIVING PARTY DATA

Name:	CIP, LLC
Street Address:	10801 MASTIN BLVD.
Internal Address:	SUITE 920
City:	OVERLAND PARK
State/Country:	KANSAS
Postal Code:	66210

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15288440

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	2515-2.08
NAME OF SUBMITTER:	JENNIFER C. BAILEY
SIGNATURE:	/Jennifer C. Bailey/
DATE SIGNED:	10/21/2016

Total Attachments: 10

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NUNC PRO TUNC ASSIGNMENT

This **NUNC PRO TUNC ASSIGNMENT** ("Assignment") is made and entered into as of 24 January 2012 ("Effective Date") by and between **CEELOX, INC.**, a Florida corporation, having a place of business at 13976 Lynmar Boulevard, Tampa, FL 33606 ("Assignor") and **CIP, LLC**, a Kansas limited liability company, having a place of business at 10801 Mastin Blvd., Suite 920, Overland Park, KS 66210 ("Assignee").

WHEREAS, Assignor owns the entire right, title, and interest in the patents and patent applications listed in Exhibit A (the "Patents") and the Trademarks (both registered and unregistered) listed in Exhibit A (the "Trademarks");

WHEREAS, Assignor owns other known and unknown intellectual property, including, for example, copyrights (both registered and unregistered) and domain names (as identified on Exhibit B) (collectively the "Other Intellectual Property");

WHEREAS, the present Assignment hereby supersedes any and all agreements, conveyances, or transfers, between the Parties, of the Patents, Trademarks, and Other Intellectual Property set forth in Exhibits A and B;

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title, and interest in and to the Patents, the Trademarks, and the Other Intellectual Property, including the right to sue for and collect past and future damages for patent, trademark, and /or copyright infringement throughout the world; and

WHEREAS, Assignor is desirous of and willing to grant to Assignee its entire right, title, and interest in and to the Patents, the Trademarks, and the Other Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, grants, transfers, and otherwise conveys to Assignee, *nunc pro tunc*, effective as of 24 January 2012, its entire right, title, and interest in and to the Patents, the inventions and technology set forth and described in the Patents, and any and all divisions, continuations, continuations-in-part, reissues, reexaminations, renewals, and extensions of the Intellectual Property (collectively "Patent Properties"). Such assignment expressly includes the right to sue for and collect past and future damages for patent infringement of the Patent Properties throughout the world. It is the intent of the Parties that such assignment of the entire right, title, and interest of the Patent Properties is to be held and enjoyed by Assignee for its own use and behoof, and for its successors, assigns, and legal representatives, as fully and entirely as the same would have been held by Assignor had this assignment and transfer not been made.

Assignor also hereby assigns, grants, transfers, and conveys to Assignee, *nunc pro tunc*, effective as of 24 January 2012, all right, title and interest in and to all Trademarks, including any and all common law trademarks owned by Assignor, regardless of whether they are specifically identified in Exhibit A (collectively "Trademark Properties"), together with the goodwill of the business symbolized by all of the Trademark Properties, including claims for damages by reason of past infringement of said Trademark Properties, with the right to sue and collect therefor.

Assignor further hereby assigns, grants, transfers, and conveys to Assignee, *nunc pro tunc*, effective as of 24 January 2012, all right, title and interest in and to the Other Intellectual Property, regardless of whether specifically identified in Exhibit A, and including any and all copyrights, regardless of whether registered or

unregistered, and domain names, including claims for damages by reason of past infringement of said Other Intellectual Property, with the right to sue and collect therefor.

Assignor represents and warrants that as of the Effective Date of this Assignment, it has the full right to convey the interests herein assigned and that it has not executed any agreement in conflict herewith.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative.

CEELOX, INC.

By: Mark L. Grannell

Printed Name: Mark L. Grannell

Date: 4-23-13

Title: CEO

CIP, LLC

By: William P. Moore

Printed Name: WILLIAM P MOORE

Date: 4/23/13

Title: MANAGER

Exhibit A
List of Certain Patents, Patent Applications, Trademarks and
Other Specified Intellectual Property

PATENTS

Docket No.	Title	Application No./ Patent No./ Publication No.	Filing Date	Status
37056 U.S.	BIOMETRIC AUTHENTICATION SYSTEM FOR ENHANCING NETWORK SECURITY	App. No. 11/279,715	4/13/2006	Abandoned.
37056- CNT1 U.S.	BIOMETRIC AUTHENTICATION SYSTEM FOR ENHANCING NETWORK SECURITY	App. No. 12/913,126 Publ. No. 2011/0060908 (3-10-11)	10/27/2010	Pending.
37056-TW Taiwan	BIOMETRIC AUTHENTICATION SYSTEM FOR ENHANCING NETWORK SECURITY	App. No. 96118668 Publ. No. 2008/47729	5/25/2007	Pending.
37196 U.S.	SYSTEM AND METHOD FOR BIOMETRICALLY SECURED, TRANSPARENT ENCRYPTION AND DECRYPTION	U.S. Patent No. 7,962,755 (06-14- 2011) App. No. 11/380,810 Publ. No. 2007/0255963 (11-1-07)	4/28/2006	Issued.

Docket No.	Title	Application No/ Patent No/ Publication No.	Filing Date	Status
37196- CNT1 U.S.	SYSTEM AND METHOD FOR BIOMETRICALLY SECURED, TRANSPARENT ENCRYPTION AND DECRYPTION	App. No. 13/153,906	6/06/2011	Pending.
37196-PCT Patent Cooperation Treaty	SYSTEM AND METHOD FOR BIOMETRICALLY SECURED, TRANSPARENT ENCRYPTION AND DECRYPTION	App. No. PCT/US2007/067504 Publ. No. WO 2008/019176 (1/14/2008)	4/26/2007	Expired.
37196-TW Taiwan	SYSTEM AND METHOD FOR BIOMETRICALLY SECURED, TRANSPARENT ENCRYPTION AND DECRYPTION	App. No. 96114976	4/27/2007	Pending.
37197 U.S.	METHOD AND SYSTEM FOR CHILD SAFETY	App. No. 11/383,573 Publ. No. 2007-0078908 (4-05- 2007)	5/16/2006	Abandoned.
37197-PCT Patent Cooperation Treaty	METHOD AND SYSTEM FOR CHILD SAFETY	App. No. PCT/US2006/019262	5/17/2006	Expired.

Docket No.	Title	Application No./ Patent No./ Publication No.	Filing Date	Status
37559 U.S.	SYSTEM AND METHOD OF SECURE ENCRYPTION FOR ELECTRONIC DATA TRANSFER	App. No. 11/538,867 Publ. No. 2008/0086646 (4-10-08)	10/5/2006	Pending.
37559-PCT Patent Cooperation Treaty	SYSTEM AND METHOD OF SECURE ENCRYPTION FOR ELECTRONIC DATA TRANSFER	App. No. PCT/US2006/019262 Publ. No. WO2008/070259 (6-12-08)	10/3/2007	Expired.
37559-TW Taiwan	SYSTEM AND METHOD OF SECURE ENCRYPTION FOR ELECTRONIC DATA TRANSFER	App. No. 96137240	10/4/2007	Pending.
37569 U.S.	METHOD AND APPARATUS FOR INTERFACING WITH A RESTRICTED ACCESS COMPUTER SYSTEM	U.S. Patent No. 7,818,395 (10-19-10) App. No. 11/549,206 Publ. No. 2008-0091833 (4-17-2008)	10/13/2006	Issued.
37569-CNT1 U.S.	COMPUTER PROGRAM AND METHOD FOR GRANTING MULTIPLE USERS ACCESS TO A SECURE REPOSITORY	App. No. 12/906,826 Publ. No. 2011/0035598 (2-10-11)	10/18/2010	Pending.

Docket No.	Title	Application No./ Patent No./ Publication No.	Filing Date	Status
37569-TW Taiwan	METHOD AND APPARATUS FOR INTERFACING WITH A RESTRICTED ACCESS COMPUTER SYSTEM	App. No. 96137666	10/8/2007	Pending.
37569-PCT Patent Cooperation Treaty	METHOD AND APPARATUS FOR INTERFACING WITH A RESTRICTED ACCESS COMPUTER SYSTEM	App. No. PCT/US2007/080522 Publ. No. WO2008/070263 (6-12-08)	10/5/2007	Expired.
37839 U.S.	SYSTEM AND METHOD FOR ELECTRONICALLY ASSOCIATING A MESSAGE WITH A MEDIA ELEMENT	App. No. 11/618,208 Publ. No. 2008/0162646 (7-3-08)	12/29/2006	Pending.
37950 U.S.	SYSTEM AND METHOD FOR ELECTRONICALLY ASSOCIATING A MESSAGE WITH A MEDIA ELEMENT	App. No. 11/618,241 Publ. No. 2008-0162527 (7-03-2008)	12/29/2006	Abandoned.
37950-CNT1 U.S.	SYSTEM AND METHOD FOR SECURE AND/OR INTERACTIVE DISSEMINATION OF INFORMATION	U.S. Patent No. 7,945,520 (5-17-11) App. No. 12/948,511 Publ. No. 2011-0066509 (3-17-2011)	11/17/2010	Issued.

Docket No.	Title	Application No./ Patent No./ Publication No.	Filing Date	Status
37950- CNT1- CNT1 U.S.	SYSTEM AND METHOD FOR SECURE AND/OR INTERACTIVE DISSEMINATION OF INFORMATION	App. No. 13/108,758	5/16/2011	Pending.
41103-PRO U.S.	DYNAMIC SEED AND KEY GENERATION FROM BIOMETRIC INDICIA	App. No. 61/305,435	2/17/2010	Expired.
41103 U.S.	DYNAMIC SEED AND KEY GENERATION FROM BIOMETRIC INDICIA	App. No. 13/028,715	2/16/2011	Pending.
41108-PRO U.S.	ENTERPRISE BIOMETRIC AUTHENTICATION SYSTEM	App. No. 61/286,279	12/14/2009	Expired.
41108 U.S.	ENTERPRISE BIOMETRIC AUTHENTICATION SYSTEM	App. No. 12/964,990 Publ. No. 2011-0145904 (6-16- 2011)	12/10/2010	Pending.

Docket No.	Title	Application No./ Patent No./ Publication No.	Filing Date	Status
41108-PCT Patent Cooperation Treaty	ENTERPRISE BIOMETRIC AUTHENTICATION SYSTEM FOR A WINDOWS BIOMETRIC FRAMEWORK	App. No. PCT/US2010/059915	12/10/2010	Pending.

TRADEMARKS

Docket No.	Trademark	Serial No./ Registration No.	Registration Date	Status
37178	CEELOX	Ser. No. 78-865649 Reg. No. 3,875,065	November 9, 2010	Registered.
37352	CEELOX ID	Ser. No. 77-003530 Reg. No. 3,371,317	January 22, 2008	Registered.
37353	CEELOX ID ONLINE	Ser. No. 77-003587 Reg. No. 3,725,907	December 15, 2009	Registered.
37353- DIV	CEELOX ID ONLINE	Ser. No. 77-975541 Reg. No. 3,505,244	September 23, 2008	Registered.
38158	CEELOX SECUREMAIL	Ser. No. 77-178910 Reg. No. 3,578,454	February 24, 2009	Registered.
37179	CEELOX VAULT	Ser. No. 78-865670 Reg. No. 3,624,779	May 19, 2009	Registered.




Docket No.	Trademark	Serial No./ Registration No.	Registration Date	Status
38248		Ser. No.77-185920 Reg. No. 3,456,708	July 1, 2008	Registered.
38250		Ser. No.77-185942 Reg. No. 3,578,466	February 24, 2009	Registered.
38249		SN:77-208222 RN:3,460,722	July 8, 2008	Registered.

Exhibit B

Description of Other Intellectual Property

All of Assignor's intellectual property not otherwise listed in Exhibit A, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in any jurisdiction, and all rights to sue for infringement of any intellectual property right, whether arising prior to or subsequent to the date of this Assignment, all of the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made including, but not limited to, all of Assignor's right, title and interest in and to the following:

1. All inventions, technology, copyrights (including any copyrights embodied in or associated with the Patents, Trademarks, and Other Intellectual Property), domain names (as set forth in Paragraph 4, below), trade secrets, trade dress, contract rights relating to intellectual property (including license rights and option rights), general intangibles associated with intellectual property (including payment intangibles), and all other personal property that has been created through the intellectual efforts of Assignee, whether now owned or hereafter acquired, including without limitation, all of the foregoing that are listed on Exhibit A annexed hereto and incorporated herein by reference;
2. All books, records, and data relating to any of the foregoing in any form whatsoever and any and all claims, rights and interests in any of the above and all substitutions therefor, additions and accessions thereto and proceeds thereof; and
3. All rights, remedies, powers and/or privileges of Assignor with respect to any of the foregoing.
4. Domain Names: ceelox.com; syncitbaby.net; ceeloxservices.com; ceeloxsupport.com; idsaas.com; idsaas.net