

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4461677

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACTIVIDENTITY, INC.	12/17/2013
RECEIVING PARTY DATA	
Name:	ASSA ABLOY AB
Street Address:	KLARABERGSVIADUKTEN 90
City:	STOCKHOLM
State/Country:	SWEDEN
Postal Code:	111 64
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14769865
CORRESPONDENCE DATA	
Fax Number:	(508)898-8602
<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:	5088988601
Email:	docketing@westboro-ip.com
Correspondent Name:	MUIRHEAD AND SATURNELLI, LLC
Address Line 1:	200 FRIBERG PARKWAY
Address Line 2:	SUITE 1001
Address Line 4:	WESTBOROUGH, MASSACHUSETTS 01581
ATTORNEY DOCKET NUMBER:	AIM-264US
NAME OF SUBMITTER:	DONALD W. MUIRHEAD
SIGNATURE:	/Donald W. Muirhead/
DATE SIGNED:	06/15/2017
Total Attachments: 15	
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source=AIM-264US, Assignment from ActivIdentity, Inc. to Assa Abloy AB#page2.tif	
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source=AIM-264US, Assignment from ActivIdentity, Inc. to Assa Abloy AB#page15.tif

INTANGIBLE PROPERTY SALE AGREEMENT

THIS AGREEMENT

Is made effective on 17 December 2013

BETWEEN

1. **ActivIdentity, Inc.**, a company organized and existing under the laws of California, the United States of America, **ActivIdentity Corp.**, a company organized and existing under the laws of Delaware, the United States of America, and **CoreStreet Ltd.**, a company organized and existing under the laws of Delaware, all having their business office at 6623 Dumbarton Circle, Fremont, CA 94555, USA (hereinafter jointly referred to as "Sellers")

and
2. **ASSA ABLOY AB**, a company organised and existing under the laws of Sweden and having its registered office at Klarabergsviadukten 90, 111 64, Stockholm, Sweden (hereinafter referred to as "Buyer").

Sellers and Buyer are individually referred to as a "Party" and collectively referred to as "Parties" in the remainder of this Agreement.

WHEREAS

- (A) The ASSA ABLOY Group is a global supplier of door opening and locking solutions. Buyer is the parent company of the ASSA ABLOY Group and Sellers belong to the HID Division of the ASSA ABLOY Group.
- (B) Sellers have developed their own technology and trademarks, both before and after being acquired by the ASSA ABLOY Group.
- (C) All Sellers' intangible property is used in the business of ActivIdentity Inc. whereas CoreStreet Ltd and ActivIdentity Corp no longer carry out any business activities of their own.
- (D) The business of Sellers is related to secure identity issuance, assurance, authentication, and credential management solutions for enterprises, governments and online banking security.
- (E) Sellers have the full ownership of the intangible property related to their business, including technology, product related know-how, trademarks, and other similar intangibles assets.

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- (F) Buyer is determined to be the strategic and designated owner of the intangible property owned by Sellers.
- (G) The transfer of the intangible property between the Parties hereunder shall be made in accordance with the arm's length standard, ensured by a third-party valuation.

NOW THEREFORE: The Parties agree on the following principles:

1. Definitions

1.1. As used in this Agreement, the following terms shall have the following meanings.

- a) "Agreement" shall mean this Intangible Property Transfer Agreement between Sellers and Buyer;
- b) "Effective Date" shall mean 17 December 2013.
- c) "Products" shall mean Sellers' products and solutions related to secure identity issuance, assurance, authentication, and credential management, and related know-how, employing any of the Intangible Property as defined below, developed and commercialized by Sellers up and until the Effective Date.
- d) "Intangible Property" shall mean all proprietary and confidential technical and commercial knowledge, all intellectual property rights and applications for such rights, all other intangible property, and all materials and documentation, used or needed for the development, manufacture and commercialization of the Products owned by Sellers as of the Effective Date, including but not limited to data and information, methods, processes, procedures, techniques, technologies, formulas, formats, templates, specifications and know-how, studies, analyses, reports, drawings, protocols, charts and records, firmware and software and other works of authorship, copyrights, inventions and designs, patents and utility models, common law trademarks and service marks, registered trademarks, trade names and service marks, trademark and service mark applications, and customer lists. Sellers' registered, trademarks, trade names, and Patents are listed in Appendices A and B.
- e) "Patents" means all filed or registered patents, patent applications, and patent rights as set out in Appendix B and including any corresponding convention application or patent originating therefrom.
- f) "Purchase Price" shall mean the compensation to be paid by Buyer to Sellers for the purchase of the Intangible Property.

2. Transfer of Intangible Property

- 2.1. Subject to the terms and conditions of this Agreement, Sellers as of the Effective Date sells, transfers and assigns to Buyer, and Buyer as of the Effective Date purchases and accepts the transfer and assignment of Sellers' entire Intangible Property, including all interest in, benefit of, and the right to the Intangible Property.
- 2.2. As of the Effective Date, the Intangible Property and all rights and obligations attached thereto shall be for account and risk of Buyer.
- 2.3. If any part of the Intangible Property is subject to a license or other right granted by Sellers to a third party and the agreement for such license or right provides for the assignment of such agreement without the prior consent of the third party, Buyer shall replace Sellers as a contracting party in connection with the sale, transfer and assignment hereunder.
- 2.4. If any part of the Intangible Property is subject to a license or other right granted by Sellers to a third party and the agreement for such license or right does not provide for the assignment of such agreement without the prior consent of the third party, the sale, transfer and assignment hereunder of such part shall be contingent on such third party's consent. In such a case Sellers and Buyer shall jointly make all reasonable efforts to obtain the consent of the third party to enable Buyer to replace Sellers as a contracting party.
- 2.5. In case the consent of a third party is not obtained for the purpose of the sale, transfer and assignment of a part of the Intangible Property subject of the grant of a license or other right by Sellers, only the beneficial ownership to such part shall be subject of the transfer while the legally registered ownership shall for time being remain with Sellers to be administrated on behalf of and at the cost of Buyer until Buyer requests a transfer thereof.
- 2.6. The Parties covenant and agree that Buyer will grant to Sellers a non-exclusive license for the use of the transferred Intangible Property. Details of the license have been negotiated in good faith and will be effectuated in a separate agreement.

3. Purchase Price

- 3.1. The arm's length Purchase Price paid by Buyer to Sellers for the Intangible Property shall be five hundred six thousand eight hundred US dollars (\$ 506,800). The payment to Sellers shall be made to ActivIdentity Inc.
- 3.2. The arm's length purchase price is based on the arm's length value of the Intangible Property established through a third-party valuation of the transferred Intangible Property.

- 3.3. The consideration shall be reviewed annually, for the initial five (5) calendar years after the effective date of this Agreement, by the Parties no later than one hundred eighty (180) days following the end of each year to ensure that the purchase price, as specified above in Article 3.1, continues to reflect the arm's length value of the Intangible Property transferred to Buyer under the terms of this Agreement.
- 3.4. The Purchase Price shall be paid in full on the Effective date of this Agreement by Buyer to Sellers.
- 3.5. Should the Purchase Price require an adjustment in either direction, in accordance with Article 3.3 above, any additional required payments, by either Party, shall be paid in full within 30 days after the day when such required adjustment has become known to the Parties.
- 3.6. In the event the consideration is adjusted by any government fiscal authority, the Parties shall make appropriate collateral adjustments in accordance with applicable regulations to be settled at such time as the government adjustment becomes final (including the resolution of any competent authority proceedings that may be initiated).

4. Registration and Materials

- 4.1. Sellers undertake to co-operate with and assist Buyer in connection with any registrations of the Intangible Property in the name of Buyer subsequent to the transfer, and to deliver such forms, authorisations and other documents as may be required by the relevant authorities.
- 4.2. Any and all registration fees and other costs relating to the sale, transfer and assignment hereunder shall be at the expense of Buyer.
- 4.3. Sellers shall keep all registration certificates, files, records, reports, descriptions, drawings and other materials in whatever form relating to the Intangible Property in its safe custody until Buyer gives other instructions to Sellers.
- 4.4. Payment of ongoing fees, if any, for maintenance of registered intellectual property, pending applications, other registrations, etc. forming part of the Intangible Property shall after the Effective Date be on behalf of and at the expense of Buyer.

5. Warranties

- 5.1. Sellers warrant that the sold Intangible Property is the same as that which is being used by Sellers, as of the Effective Date, in the development and commercialization of the Products.
- 5.2. Sellers warrant that Sellers is in fact the legal, economic, and beneficial owner of the Intangible Property.

- 5.3. Sellers warrant that Sellers have no reason to believe that any of the Intangible Property or the use thereof either infringes upon any rights of a third party or that any of the Intangible Property is infringed upon by a third party.

6. Indemnification

- 6.1. Sellers warrant that it will indemnify Buyer for any costs resulting from any third party having better right to any part of the Intangible Property transferred from Sellers to Buyer under this Agreement.
- 6.2. Under this Agreement, the liability of the Parties for a material breach of the terms herein shall be limited to cases of gross negligence and/or wrongful intent.
- 6.3. Any claim by a Party for an indemnification by the other Party for a non-fulfilment of an obligation or a breach of a warranty hereunder by that other Party shall be made within reasonably prompt time after the claiming party becoming aware of such non-fulfilment or breach and in no event later than twelve (12) months after the date of this Agreement.
- 6.4. In no event shall either of the Parties be liable to the other Party for any special, incidental, indirect, consequential, exemplary or punitive damages even if the defaulting Party has been advised of, or is otherwise aware of, the possibility of any such damages.

7. Withholding Taxes and Related Matters.

- 7.1. Any withholding or related tax or other obligations relating to the payments due under the terms of this Agreement shall be complied with by the Parties and shall not alter the amount of the obligation of Buyer under Article 3 above. Buyer shall provide Sellers with any and all tax receipts received by Buyer from its payment of any local withholding tax, if any.

8. Confidentiality

- 8.1. Except for any agreements between the Parties to the contrary and except such disclosures to government agencies as may be required by mandatory law or regulation regarding public disclosure, any Intangible Property, which by its nature is confidential, shall be kept by Sellers in strict confidence and in a safe place and Sellers shall not disclose such information to any third party.
- 8.2. Before making any public disclosure of confidential information, Sellers or Buyer, as the case may be, shall inform the other Party and shall provide the proprietor of such information the opportunity to have such governmental agency respect the confidentiality obligation of this Agreement.

9. Binding agreement

- 9.1. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

10. Assignment

- 10.1. Neither this Agreement nor any of the rights, interests or obligations shall be transferred, delegated or assigned, by operation of law or otherwise, by either Party hereto outside the scope of this Agreement without the prior written consent of the other Party, and any purported assignment without such consent shall be null and void.

11. Notice

- 11.1. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and made upon being delivered either by courier or fax delivery to the Party for whom it is intended, provided that a copy thereof is deposited, postage prepaid, certified or registered mail, return receipt requested, in the mail, bearing the address as stated in the Preamble of this Agreement for such Party.

12. Entire Agreement

- 12.1. This Agreement and any Appendices and Exhibits hereto constitutes the entire agreement and understanding between the Parties hereto and supersedes all prior communications, representations, agreements or understandings, either verbal or written, between the Parties with respect to the subject matter hereof. This Agreement may not be altered, modified, amended, waived or otherwise changed except by supplemental written agreement signed by duly authorized representatives of both Parties.

13. Headings and Interpretation

- 13.1. The division of this Agreement into separate articles and insertion of headings shall not affect in any way the interpretation or construction of the provisions of this Agreement.
- 13.2. Each reference in this Agreement to an Article, Section, Appendix or Exhibit, unless otherwise indicated, shall mean an Article or a Section of this Agreement or an Appendix or Exhibit attached to this Agreement, respectively.

14. Severability

- 14.1. If any term or other provision of this Agreement is held invalid, illegal or unenforceable in whole or in part, the validity, legality or enforceability of the other provisions and any remainder of the provision in question shall not in any way be affected or impaired thereby, and the Agreement shall be carried out as nearly as possible according to its original terms and intent.

15. Governing Law and Dispute Resolution

- 15.1. This Agreement shall be construed in accordance with and be governed by the laws of Sweden.
- 15.2. Any dispute, controversy or claim arising out of or by virtue of this Agreement or any breach, termination or invalidity hereof, shall be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce. The rules for Expedited Arbitrations shall apply. The place of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English. The award shall be final and binding on the Parties hereto and enforceable in any court of competent jurisdiction.

16. Waiver

- 16.1. Any failure by any of the Parties hereto to comply with any of the obligations, terms or conditions set forth herein may be waived by the other Party, provided, however, that any such waiver shall not be deemed a waiver of any other obligation, term or condition herein.

17. Expenses

- 17.1. Each Party shall pay the fees and expenses of its counsel, accountants, experts, other representative and all other expenses incurred by any of the Parties incident or relating to the negotiation, preparation and execution of this Agreement and the transactions contemplated hereby, and the performance by it of its obligations hereunder, except as otherwise expressly provided herein.

18. Remedies Cumulative

- 18.1. Except as otherwise expressly provided herein, all rights and remedies of the Parties under this Agreement are cumulative and without prejudice to any other rights or remedies under law.

19. No Third Party Beneficiaries

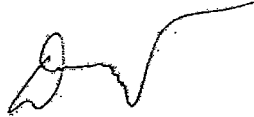
- 19.1. The Parties hereby agree that there are no third party beneficiaries to this Agreement.

20. Counterparts

20.1. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

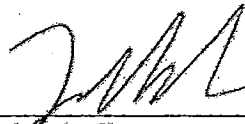
IN WITNESS THEREOF the Parties hereto have entered into this Agreement on 17 December 2013

For ActivIdentity Corp, ActivIdentity Inc., and CoreStreet Ltd

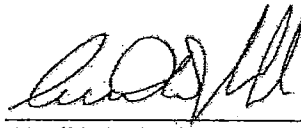


Denis R. Hébert
President & Chief Executive Officer

For ASSA ABLOY AB



Johan Molin
Chief Executive Officer



Carolina Dybeck Happe
Chief Financial Officer

APPENDIX A – TRADEMARKS AND TRADE NAMES

The following registered trademarks and trade names as well as ongoing registration applications assigned to and owned by ActivIdentity Corp, ActivIdentity Inc., and CoreStreet Ltd are transferred and assigned to ASSA ABLOY AB through this Intangible Property Sale Agreement:

Mark	Jurisdiction	Number	Status
ActivCard	US	75/071,594	Registered
ActivKey	US	77/031,534	Registered
ActivIdentity	US	77/031,535	Registered
ActivClient	US	77/102,384	Registered
ActivIdentity	Lebanon	140111	Registered
ActivID	US	3544058	Registered
CoreStreet (Logo)	US	78/192,026	Registered

APPENDIX B – PATENTS AND PENDING PATENT APPLICATIONS

The following registered Issued Patents and Patent applications related to the Fargo business assigned to and owned by ActivIdentity Corp, ActivIdentity Inc., and CoreStreet Ltd are transferred and assigned to ASSA ABLOY AB through this Intangible Property Sale Agreement:

Issued Patents			
PATENT NUMBER	COUNTRY	DATE FILED	APPLICATION NUMBER
<i>ActivIdentity Inc.</i>			
EP0981803	CH	15-maj-1998	EP19980933548
FR2779018	FR	22-maj-1998	FR9806450
EP1238340	BE	15-dec-2000	EP1238340
EP1238340	DE	15-dec-2000	DE60008795
EP1238340	FR	15-dec-2000	EP1238340
EP1238340	GB	15-dec-2000	EP1238340
EP1238340	NL	15-dec-2000	EP1238340
US6772954	US	09-okt-2001	US09972155
US7526654	US	16-okt-2001	US09977203
EP1384212	DE	09-apr-2002	DE60221113
EP1384212	FR	09-apr-2002	EP20020730129
EP1384212	GB	09-apr-2002	EP1384212
EP1384369	DE	09-apr-2002	DE60220665
EP1384369	FR	09-apr-2002	EP20020745226
EP1384369	GB	09-apr-2002	EP20020745226
EP1384370	DE	09-apr-2002	DE60203277
EP1384370	FR	09-apr-2002	EP20020766622
EP1384370	GB	09-apr-2002	EP1384370
US6880037	US	13-aug-2002	US10216742
EP1435040	DE	07-okt-2002	EP20020781227
EP1435040	ES	07-okt-2002	EP20020781227
EP1435040	FR	07-okt-2002	EP20020781227
EP1435040	GB	07-okt-2002	EP20020781227
EP1442574	DE	23-okt-2002	DE60222455
EP1442574	FR	23-okt-2002	EP20020787501
EP1442574	GB	23-okt-2002	EP1442574
EP1442574	IE	23-okt-2002	EP02787501
EP1454210	DE	02-dec-2002	DE60219350
EP1454210	FR	02-dec-2002	EP20020792856
EP1454210	GB	02-dec-2002	EP1454210
EP1500226	DE	17-apr-2003	EP20030727338
EP1500226	FR	17-apr-2003	EP2003727338

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EP1500226	GB	17-apr-2003	EP03727338
2442204	DE	08-aug-2003	DE603450474
2442204	ES	08-aug-2003	EP20110195693
2442204	FR	08-aug-2003	EP20110195693
2442204	GB	08-aug-2003	EP20110195693
EP1396779	DE	08-aug-2003	DE60326524
EP1396779	FR	08-aug-2003	EP20030291991
EP1396779	GB	08-aug-2003	EP1396779
US7316030	US	29-okt-2003	US10476316
US8028083	US	29-okt-2003	US20030476329
7853789	US	30-okt-2003	US20030476416
8209753	US	22-dec-2003	US20030740920
US7907935	US	22-dec-2003	US10740497
EP1473869	DE	27-apr-2004	DE602004002140
EP1473869	FR	27-apr-2004	EP04291089
EP1473869	GB	27-apr-2004	EP04291089
EP1549019	DE	22-dec-2004	DE602004019386
EP1549019	FR	22-dec-2004	EP20040293089
EP1549019	GB	22-dec-2004	EP1549019
EP1549019	LU	22-dec-2004	EP1549019
EP1549020	DE	22-dec-2004	6020040373982
EP1549020	ES	22-dec-2004	EP20042930917
EP1549020	FR	22-dec-2004	EP20040293091
EP1549020	GB	22-dec-2004	EP20042930917
EP1551149	DE	22-dec-2004	6020040377287
EP1551149	ES	22-dec-2004	EP20042930909
EP1551149	FR	22-dec-2004	EP20042930909
EP1551149	GB	22-dec-2004	EP20042930909
US8014570	US	10-nov-2005	US11270831
US7787661	US	29-mar-2006	US11391473
US7802293	US	05-apr-2006	US11397710
8306228	US	07-sep-2007	US11852261
7921298	US	13-nov-2007	US11939444
US8522014	US	28-sep-2009	US12282782
USH2270	US	09-jul-2010	US12803968
8402275	US	27-okt-2010	US12925664
8200195	US	28-jan-2011	US12931351
EP0981803	CH	15-maj-1998	EP19980933548
FR2779018	FR	22-maj-1998	FR9806450
ActivIdentity Corp			
DE59802639	DE	15-maj-1998	DE59802639
EP0981803	AT	15-maj-1998	AT98933548
EP0981803	FR	15-maj-1998	EP0981803
EP0981803	GB	15-maj-1998	EP0981803

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MY124634	MY	15-maj-1998	MYPI9802174
RU2212707	RU	15-maj-1998	RU99125838
ZA9804060	ZA	15-maj-1998	ZA9804060
US6575360	US	15-nov-1999	US0423851
CoreStreet Ltd			
5420927	US	02-feb-1994	08189248
5666416	US	16-nov-1995	08559533
5604804	US	23-apr-1996	08636854
5610982	US	15-maj-1996	08649905
6097811	US	11-okt-1996	08729619
EP0858702	GB	01-nov-1996	96937813
EP1164746	GB	01-nov-1996	01119418
5793868	US	05-nov-1996	08746007
5717757	US	19-nov-1996	08752223
5717758	US	09-dec-1996	08763536
5717759	US	31-jan-1997	08792974
5960083	US	24-mar-1997	08823354
6301659	US	26-nov-1997	08979983
US6487658	US	18-dec-1997	08992897
6292893	US	14-jan-2000	09483125
6766450	US	25-jul-2001	09915180
EP1371171	DE	20-mar-2002	602443210
EP1371171	GB	20-mar-2002	2719315
7337315	US	21-mar-2003	10395017
2003228468	AU	08-apr-2003	2003228468
2010200020	AU	08-apr-2003	2010200020
2479869	CA	08-apr-2003	2479869
3813266	CN	08-apr-2003	3813266
7353396	US	08-apr-2003	10409638
7529928	US	13-maj-2004	10845580
AU2004239780	AU	13-maj-2004	2004239780
AU2009240831	AU	13-maj-2004	AU2009240831
US7657751	US	13-maj-2004	10845579
2004251364	AU	24-jun-2004	2004251364
7660994	US	24-jun-2004	10876275
CN101268649	CN	16-jul-2004	CN2004802004
200480020792.3	CN	16-jul-2004	CN101088247
200480022001.0	CN	16-jul-2004	200480022001
2006200187	AU	16-jul-2004	2006200187
4890248	JP	16-jul-2004	2006521133
7600129	US	16-jul-2004	10893150
7716486	US	16-jul-2004	10893164
7822989	US	16-jul-2004	10893126
8015597	US	16-jul-2004	10893165

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8261319	US	16-jul-2004	10893174
CN101065789	CN	16-jul-2004	CN20048022000
CN20048020794	CN	16-jul-2004	CN20048020794
EP1646937	DE	16-jul-2004	DE602004032920
EP1646937	ES	16-jul-2004	EP1646937
EP1646937	FR	16-jul-2004	EP1646937
EP1646937	GB	16-jul-2004	EP1646937
7205882	US	10-nov-2004	10985348
AU2004294164	AU	19-nov-2004	2004294164
CN20048034296	CN	19-nov-2004	CN20048034296
7966487	US	10-jan-2005	11032520
AU2006202855	AU	10-jan-2005	2006202855
CN1922815	CN	10-jan-2005	CN2005800021539
CN1985460	CN	10-jan-2005	200580021806
CN1998181	CN	10-jan-2005	CN200580002152
JP4796971	JP	10-jan-2005	2006549493
1810093	CH	09-nov-2005	5819621
1810093	DE	09-nov-2005	5819621
1810093	ES	09-nov-2005	5819621
1810093	FI	09-nov-2005	5819621
1810093	FR	09-nov-2005	5819621
1810093	GB	09-nov-2005	5819621
1810093	NL	09-nov-2005	5819621
1810093	SE	09-nov-2005	5819621
1810093	TR	09-nov-2005	5819621
2005304438	AU	09-nov-2005	2005304438
7616091	US	14-dec-2006	11639387
US8099603	US	21-maj-2007	11804798
7827401	US	11-okt-2007	11974198
US8171524	US	08-feb-2008	12069227
US8319606	US	29-okt-2009	12589883
US8327149	US	27-jan-2010	12657791

Pending Patent Applications

APPLICATION NUMBER	COUNTRY	DATE FILED	PUBLICATION NUMBER
Actividentity Inc.			
EP20020803376	EP	15-nov-2002	EP1459156
EP03291993	EP	08-aug-2003	EP1389759
EP20030291992	EP	08-aug-2003	EP1389752
EP20030292917	EP	25-nov-2003	EP1426850
EP0293181	EP	16-dec-2003	EP1431861
EP20030293182	EP	16-dec-2003	EP1431862
US10740889	US	22-dec-2003	US2005138386
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