**PATENT ASSIGNMENT COVER SHEET**

**SUBMISSION TYPE:** NEW ASSIGNMENT  
**NATURE OF CONVEYANCE:** ASSIGNMENT

### CONVEYING PARTY DATA

<table>
<thead>
<tr>
<th>Name</th>
<th>Execution Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHRISTOPHER SIEGE AS COLLATERAL AGENT</td>
<td>10/09/2018</td>
</tr>
</tbody>
</table>

### RECEIVING PARTY DATA

<table>
<thead>
<tr>
<th>Name:</th>
<th>PREVENT BIOMETRICS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>4530 W. 77 STREET</td>
</tr>
<tr>
<td>Internal Address:</td>
<td>SUITE 300</td>
</tr>
<tr>
<td>City:</td>
<td>EDINA</td>
</tr>
<tr>
<td>State/Country:</td>
<td>MINNESOTA</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>55435</td>
</tr>
</tbody>
</table>

#### PROPERTY NUMBERS Total: 10

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Number:</td>
<td>13009704</td>
</tr>
<tr>
<td>Application Number:</td>
<td>13009663</td>
</tr>
<tr>
<td>Application Number:</td>
<td>13919890</td>
</tr>
<tr>
<td>Application Number:</td>
<td>13009686</td>
</tr>
<tr>
<td>Application Number:</td>
<td>13009631</td>
</tr>
<tr>
<td>Application Number:</td>
<td>13009151</td>
</tr>
<tr>
<td>Application Number:</td>
<td>13354003</td>
</tr>
<tr>
<td>Application Number:</td>
<td>13009580</td>
</tr>
<tr>
<td>Application Number:</td>
<td>14040157</td>
</tr>
<tr>
<td>Application Number:</td>
<td>14040111</td>
</tr>
</tbody>
</table>

### CORRESPONDENCE DATA

Fax Number:  
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.

Email: patent@winthrop.com  
Correspondent Name: WINTHROP & WEINSTINE P.A.  
Address Line 1: 225 SOUTH 6TH STREET  
Address Line 2: CAPELLA TOWER; SUITE 3500  
Address Line 4: MINNEAPOLIS, MINNESOTA 55402
<table>
<thead>
<tr>
<th>ATTORNEY DOCKET NUMBER:</th>
<th>19308.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF SUBMITTER:</td>
<td>BRETT A. KLEIN</td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td>/Brett A. Klein/</td>
</tr>
<tr>
<td>DATE SIGNED:</td>
<td>10/16/2018</td>
</tr>
</tbody>
</table>

Total Attachments: 3
source=16267545_1#page1.tif
source=16267545_1#page2.tif
source=16267545_1#page3.tif
ASSIGNMENT
PURSUANT TO ASSET
PURCHASE
AGREEMENT

WHEREAS, Christopher Siege, having an address at 14 Pheasant Drive, Armonk, NY 10509 ("Assignor") and acting solely in his capacity as Collateral Agent for the Investors of X2 Biosystems, Inc. ("Investors") is the owner of the following patent applications by way of a Foreclosure of X2 Biosystems, Inc.:
U.S. Application No. 13/009,704, filed on January 19, 2011,
U.S. Application No. 13/009,663, filed on January 19, 2011,
U.S. Application No. 13/919,880, filed on June 17, 2013,
European Application No. 11735302.9, filed on January 24, 2011,
Canadian Application No. 2,790,745, filed on January 24, 2011,
U.S. Application No. 13/009,686, filed on January 19, 2011,
U.S. Application No. 13/009,631, filed on January 19, 2011,
U.S. Application No. 13/009,151, filed on January 19, 2011,
European Application No. 11735295.5, filed on January 24, 2011,
Canadian Application No. 2,790,797, filed on January 24, 2011,
U.S. Application No. 13/354,003, filed on January 19, 2012,
European Application No. 12736155.8, filed on January 19, 2012,
U.S. Application No. 13/009,580, filed on January 19, 2011,
U.S. Application No. 14/040,157, filed on September 27, 2013,
U.S. Application No. 14/040,111, filed on September 27, 2013,
European Application No. 13840228.4, filed on September 27, 2013,
Canadian Application No. 2,886,090, filed on September 27, 2013,
Australian Application No. 2013323261, filed on September 27, 2013, and
New Zealand Application No. 706906, filed on September 27, 2013, (collectively the “Applications”).

WHEREAS, Prevent Biometrics, having offices at 4530 W. 77 Street, Suite 300, Edina, Minnesota 55435 ("Assignee") is desirous of acquiring the entire right, title, and interest in and to any and all of the inventions described in the Applications (“Inventions”), the Applications themselves, and any and all Letters Patent or similar legal rights, foreign or domestic, to be obtained for the Applications;

WHEREAS, an Asset Purchase Agreement has been entered into between the Assignor and Prevent Biometrics, where Prevent Biometrics is purchasing, among other things, the rights in the Applications.

NOW, THEREFORE, for good and valuable consideration defined in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers to Assignee, its successors and assigns, the entire right, title, and interest in and to, including the right to sue for and collect damages for past, present, and future infringement of, (1) the Inventions throughout the world, (2) the Applications themselves and all corresponding domestic and foreign applications including any provisional, non-provisional, divisional, continuation, continuation-in-part, reissue application, or any other application based on the Inventions, (3) all Letters Patent or similar legal protection issuing thereon, (4) all trade secrets and know-how pertaining to the Inventions, and (5) all rights and benefits under any applicable treaty or convention; and the Assignor authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent therefor to issue the Letters Patent or similar legal protection to the Assignee.

Assignor authorizes the Assignee, its successors and assigns or anyone it may properly designate, to apply for Letters Patent or similar legal protection for the Inventions, in its own name if desired, in the U.S. and any and all
foreign countries and to make a claim of priority to any applications as entitled under U.S. law or applicable international conventions, treaties, or otherwise.

Assignor represents to the Assignee, its successors and assigns, that he has not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. Assignor, and his executors or administrators, will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the Inventions in any and all countries.

Assignor authorizes Assignee, its successors and assigns, to insert the Application No. and Filing Date of the application in this instrument at a later time if they are not known at the time of preparing this document.

Assignor represents and warrants that he has full power to enter into and perform this assignment, and that he has not granted any other person or entity any interest in the Inventions and/or the Applications.

Assignor and Assignee each agree that the present assignment may be properly executed in counterparts, where each party may sign separate by identical copies of this assignment and together the separately executed counterparts shall form a binding contract.

IN WITNESS WHEREOF, I have executed this Assignment on the date written below.

Christopher Siege, as Collateral Agent for the Investors

Name: Christopher Siege
Title: Collateral Agent for Investors in X2 Biosystems, Inc.

Date: 10/9/18

Subscribed and sworn to before me this 9th day of October, 2018.

Prevent Biometrics

CHRISTIAN C. PARK
Notary Public, State of New York
No. 02PA62195601
Qualified in Nassau County
Commission Expires 06/06/2022

Name: ____________________________
Title: ____________________________

Date: ____________________________

Subscribed and sworn to before me this _____ day of ____________, 2018.

16218216v1
foreign countries and to make a claim of priority to any applications as entitled under U.S. law or applicable international conventions, treaties, or otherwise.

Assignor represents to the Assignee, its successors and assigns, that he has not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. Assignor, and his executors or administrators, will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the Inventions in any and all countries.

Assignor authorizes Assignee, its successors and assigns, to insert the Application No. and Filing Date of the application in this instrument at a later time if they are not known at the time of preparing this document.

Assignor represents and warrants that he has full power to enter into and perform this assignment, and that he has not granted any other person or entity any interest in the Inventions and/or the Applications.

Assignor and Assignee each agree that the present assignment may be properly executed in counterparts, where each party may sign separate by identical copies of this assignment and together the separately executed counterparts shall form a binding contract.

IN WITNESS WHEREOF, I have executed this Assignment on the date written below.

Christopher Siege, as Collateral Agent for the Investors

Name: Christopher Siege
Title: Collateral Agent for Investors in X2 Biosystems, Inc.

Subscribed and sworn to before me this ___ day of ___________ 2018.

Prevent Biometrics

Name: 
Title:

Subscribed and sworn to before me this 9th day of October 2018.

WENDY FROEHLE

NOTARY PUBLIC - MINNESOTA
My Commission Expires January 31, 2020

RECOKED: 10/16/2018
PATENT
REEL: 047176 FRAME: 0320