

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5794612

| | | |
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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | UNIKEY TECHNOLOGIES INC. | 07/31/2019 |
| RECEIVING PARTY DATA | | |
| Name: | WESTERN ALLIANCE BANK | |
| Street Address: | 2700 W. SAHARA AVENUE | |
| City: | LAS VEGAS | |
| State/Country: | NEVADA | |
| Postal Code: | 89102 | |
| PROPERTY NUMBERS Total: 15 | | |
| Property Type | Number | |
| Application Number: | 13734671 | |
| Application Number: | 13654132 | |
| Application Number: | 14681243 | |
| Application Number: | 13415365 | |
| Application Number: | 14681263 | |
| Application Number: | 14971308 | |
| Application Number: | 14971264 | |
| Application Number: | 14981093 | |
| Application Number: | 14714612 | |
| Application Number: | 14981151 | |
| Application Number: | 14981200 | |
| Application Number: | 15383594 | |
| Application Number: | 14714694 | |
| Application Number: | 15357930 | |
| Application Number: | 15357940 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (800)914-4240 | |
| <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: | 8007130755 | |

| | |
|----------------------------|--------------------------------|
| Email: | Ted.Mulligan@wolterskluwer.com |
| Correspondent Name: | CT CORPORATION |
| Address Line 1: | 4400 EASTON COMMONS WAY |
| Address Line 2: | SUITE 125 |
| Address Line 4: | COLUMBUS, OHIO 43219 |

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|--------------------------------|----------|
| ATTORNEY DOCKET NUMBER: | 72302768 |
|--------------------------------|----------|

| | |
|---------------------------|----------------------|
| NAME OF SUBMITTER: | SYED HUMZA MOINUDDIN |
|---------------------------|----------------------|

| | |
|-------------------|------------------------|
| SIGNATURE: | /Syed Humza Moinuddin/ |
|-------------------|------------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 10/30/2019 |
|---------------------|------------|

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| | This document serves as an Oath/Declaration (37 CFR 1.63). |
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Total Attachments: 8

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

UNIKEY TECHNOLOGIES INC.

Execution Date(s) July 31, 2019

Additional names of conveying parties attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest
☐ Executive Order 9424, confirmatory License
☒ Other Intellectual Property Security Agreement

2. Name and address of receiving party(ies)

Name: WESTERN ALLIANCE BANK

Internal
Address:

Street Address: 2700 W. Sahara Avenue

City: Las Vegas

State: NV

Country: USA Zip: 89102

Additional names, addresses, or citizenship attached?

☐ Yes ☒ No

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No.(s)

See Attached Exhibit C

See Attached Exhibit C

Additional numbers attached? ☒ Yes ☐ No

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 1.21(h) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature:

Signature

October 28, 2019
Date

Syed Humza Moinuddin
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 31, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and UNIKEY TECHNOLOGIES INC., a Florida corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

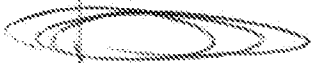
The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

UNIKEY TECHNOLOGIES INC.,
a Florida corporation

By:  _____

Name: Phil Dumas

Title: President and Chief Executive Officer

Address for Notices:

UniKey Technologies Inc.
111 West Jefferson Street, Suite 100
Orlando, FL 32801
Attn: Phil Dumas

BANK:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 536-6501
Fax: (408) 282-1681

[Signature page to IP Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

UNIKEY TECHNOLOGIES INC.,
a Florida corporation

By:

Name: Phil Dumas

Title: President and Chief Executive Officer

Address for Notices:

UniKey Technologies Inc.
111 West Jefferson Street, Suite 100
Orlando, FL 32801
Attn: Phil Dumas

BANK:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: 

Name: DAN WAGNER

Title: AVP

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

[Signature page to IP Security Agreement]

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PATENT
REEL: 050872 FRAME: 0733

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

| <u>Title:</u> | <u>Patent Number:</u> | <u>Application Serial Number:</u> | <u>Issued or Published?</u> | <u>Issue Date:</u> |
|---|-----------------------|-----------------------------------|-----------------------------|--------------------|
| Wireless Access Control System | US9057210 | 13/734,671 | Published | 6/16/16 |
| Plugin device determines when remote access device is within range | US9196104 | 13/654,132 | Published | 11/24/15 |
| Two orthogonal antennas arranged to determine if mobile device is on the inside or outside of door. | US9218696 | 14/681,243 | Published | 12/22/15 |
| Determine if device is within 2 ranges, one close one far | US9336637 | 13/415,365 | Published | 5/10/16 |
| Geo-Fencing and Accelerometer detection | US9378398 | 14/681,263 | Published | 6/28/16 |
| Remote Access Wireless Device Generated Magnetic Field Based Unlocking | US9501880 | 14/971,308 | Published | 11/22/16 |
| Lock Assembly Generated Magnetic Field Based Unlocking | US9501883 | 14/971,264 | Published | 11/22/16 |
| Door Position Based Lock Switching (autolock after TTD, door open/close, and user on inside; no autolock if door open or if user on | US9524601 | 14/981,093 | Published | 12/20/16 |

[Signature page to IP Security Agreement]

PATENT

REEL: 050872 FRAME: 0735

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|---|-----------|------------|-----------|----------|
| outside after door closes) | | | | |
| 11/Door Position Based Pre-Authentication | US9613478 | 14/714,612 | Published | 4/4/17 |
| Closed Door Position and Interior Area Remote Access Wireless Communications Device Based Lock Switching | US9697658 | 14/981,151 | Published | 7/4/17 |
| Closed Door Position and Exterior Area Remote Access Wireless Communication Device Based Lock Switching (autolock after manual unlock, door open/close, and user determined to be on outside) | US9697661 | 14/981,200 | Published | 7/4/17 |
| Wireless access control system operating in automatic calibration mode and including door position based lock switching and related methods | US9721413 | 15/383,594 | Published | 8/1/17 |
| Proximity Based Lock Disabling (based on interior proximity sensor such as IR) | US9852561 | 14/714,694 | Published | 12/26/17 |
| Cnt of Remote Access Lock Device Generated Magnetic Field Based Unlocking | US9972151 | 15/357,930 | Published | 5/15/18 |
| Cnt of Remote Access Wireless Device Generated Magnetic Field Based Unlocking | US9978195 | 15/357,940 | Published | 5/22/18 |

[Signature page to IP Security Agreement]

PATENT

RECORDED: 10/30/2019

REEL: 050872 FRAME: 0736