

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6293690

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EDWARD JOHN BAWOLEK	09/09/2020
DOUGLAS E. LOY	09/09/2020
SUZAN JANE BAWOLEK	09/09/2020
RECEIVING PARTY DATA	
Name:	INTEGRATED BIOMETRICS, LLC
Street Address:	121 BROADCAST DR.
City:	SPARTANBURG
State/Country:	SOUTH CAROLINA
Postal Code:	29303
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	15821942
Application Number:	15894930
Application Number:	16533741
Application Number:	16535209
Application Number:	16536190
CORRESPONDENCE DATA	
Fax Number:	(216)592-5009
<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:	216-696-3952
Email:	patents@tuckerellis.com
Correspondent Name:	HEATHER M. BARNES C/O-TUCKER ELLIS LLP
Address Line 1:	950 MAIN AVENUE
Address Line 2:	SUITE 1100
Address Line 4:	CLEVELAND, OHIO 44113
ATTORNEY DOCKET NUMBER:	015488-000142-000146
NAME OF SUBMITTER:	HEATHER M. BARNES
SIGNATURE:	/Heather M. Barnes/
DATE SIGNED:	09/11/2020

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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), effective as of the 9th day of September, 2020 ("Effective Date"), is made by and among Edward John Bawolek of Chandler, Arizona, Douglas E. Loy of Gilbert, Arizona, and Suzan Jane Bawolek of Chandler, Arizona (collectively "Assignors"), and Integrated Biometrics, LLC, a Delaware limited liability company, having its principal place of business at 121 Broadcast Dr., Spartanburg, South Carolina ("Assignee").

WHEREAS, Assignors collaborated to develop certain technology related to an electrophoretic fingerprint capture system ("Electrophoretic Technology");

WHEREAS, Assignors are joint owners of certain patent applications set forth on Exhibit A and intellectual property related to the Electrophoretic Technology; and,

WHEREAS, Assignors desire to transfer their respective interests in such intellectual property for the Electrophoretic Technology to Assignee, and Assignee desires to receive title to such intellectual property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Assignment. Assignors hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest in and to the intellectual property and the related inventions and technology in the United States and any foreign jurisdiction, registered or unregistered, related to the Electrophoretic Technology (the "Assigned IP"):

(a) the patents and patent applications on Exhibit A, attached hereto, and all issuances, designs, provisionals, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof and all priority claims;

(b) any and all trademarks and applications, including without limitation any common law trademark rights, and all issuances, extensions, and renewals thereof and all priority claims, together with the goodwill of the business connected with the use of, and symbolized by, such trademarks;

(c) any copyrightable works, including any copyright registrations and applications for registration and all issuances, extensions, and renewals thereof;

(d) any trade secrets, including without limitation, any know how, confidential information, proprietary information, methodologies, processes, customer information, marketing information, and any information providing economic advantage over competitors;

(e) any and all licenses necessary for the Electrophoretic Technology;

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

(g) 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; and

(h) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after 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, dilution, 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.

2. Payment. Payment among the parties shall follow the schedule set forth in Exhibit B, attached hereto.

3. Recordation and Further Actions. Assignors hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

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

6. Governing Law. This IP 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 IP 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 South Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction). Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of South Carolina in each case located in Spartanburg, South Carolina of Spartanburg County.

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7. Modification: Waiver. This Agreement may not be altered, amended, or modified in any way except by a written modification signed by all parties. None of the terms or provisions of this Agreement shall be deemed waived except by a writing signed by the party, which is entitled to the benefits thereof. The failure of any party to require performance of any provision hereof shall in no manner affect such party's right at a later time to enforce the same. The waiver by a party of any provision hereof shall not be deemed to be a continuing waiver of any such provision or a waiver of any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have each caused this Intellectual Property Assignment Agreement to be executed as of date first written above.

ASSIGNORS

By: Edward John Bawolek 9/9/2020
Edward John Bawolek

By: Douglas E. Loy 9/9/2020
Douglas E. Loy

By: Suzanne Bawolek 09/09/2020
Suzanne Jane Bawolek

ASSIGNEE

Integrated Biometrics, LLC

By: Stephen Thies
Steve Thies, CEO

Digitally signed by Stephen Thies
Date: 2020.09.10 13:24:19
09'00

Exhibit A

Assigned Patent Applications

Application No.	Application Date	Title
15/821,942	11-24-2017	METHOD FOR CAPTURE OF A FINGERPRINT USING AN ELECTRO-OPTICAL MATERIAL
15/894,930	02-13-2018	METHOD AND APPARATUS FOR SECURING A CAPTURED FINGERPRINT
16/533,741	08-06-2019	METHOD FOR INITIALIZING AN ELECTRO-OPTICAL MATERIAL AND SYSTEM FOR CAPTURING A FINGERPRINT IMAGE
16/535,209	08-08-2019	METHOD FOR RECORDING A FINGERPRINT IMAGE
16/536,190	08-08-2019	METHOD FOR ELECTRONICALLY RECORDING A FINGERPRINT IMAGE ACQUIRED BY AN ELECTRO-OPTICAL MATERIAL

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Exhibit B

Payment Schedule



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