

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6960825

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	UNIFYID	06/17/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PAYFONE, INC., D/B/A PROVE	
<b>Street Address:</b>	245 FIFTH AVENUE	
<b>Internal Address:</b>	20TH FLOOR	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10016	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15600140
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(503)439-6558	
<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>		
<b>Phone:</b>	5034396500	
<b>Email:</b>	docketing@bltg-ip.com	
<b>Correspondent Name:</b>	BERKELEY LAW & TECHNOLOGY GROUP, LLP	
<b>Address Line 1:</b>	17933 NW EVERGREEN PLACE	
<b>Address Line 2:</b>	SUITE 250	
<b>Address Line 4:</b>	BEAVERTON, OREGON 97006	
<b>ATTORNEY DOCKET NUMBER:</b>	189.P058	
<b>NAME OF SUBMITTER:</b>	JOSI BRIDGES	
<b>SIGNATURE:</b>	/Josi Bridges/	
<b>DATE SIGNED:</b>	10/08/2021	
<b>Total Attachments: 5</b>		
source=189P058_Assignment#page1.tif		
source=189P058_Assignment#page2.tif		
source=189P058_Assignment#page3.tif		
source=189P058_Assignment#page4.tif		



## INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment ("**Assignment**"), dated and effective as of June 17, 2021 (the "**Effective Date**"), is by and between Payfone, Inc., d/b/a Prove, a Delaware corporation with its principal offices at 245 Fifth Avenue, 20<sup>th</sup> Floor, New York, NY 10016 ("**Assignee**") and UnifyID, Inc., a Delaware corporation with its principal offices at 603 Jefferson Avenue, Redwood City, CA 94063 ("**Assignor**").

**WHEREAS**, Assignor possesses certain rights in and to the (i) patents, patent applications, and patents issuing on such applications (collectively, the "**Patent Rights**"), and the invention(s) described and/or claimed in the Patent Rights (the "**Inventions**"); (ii) domain names ("**Domain Names**"); (iii) trademarks, service marks, and trade names (collectively, the "**Marks**"); and (iv) such other intellectual property set forth in Exhibit A attached hereto and incorporated herein by reference (collectively, the "**Intellectual Property Rights**");

**WHEREAS**, Assignor and Assignee are parties to that certain Agreement and Plan of Merger, dated as of June 17, 2021 (the "**Merger Agreement**");

**WHEREAS**, in accordance with the Merger Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Intellectual Property Rights, together with the goodwill of the business symbolized by the Marks; and

**NOW, THEREFORE**, in consideration of the premises set forth above and in the Merger Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

### **I. Patent Rights Assignment**

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon and claim priority under United States law or international convention, including but not limited to non-provisional applications, continuation applications, continuation-in-part applications, patent of additional applications, divisional applications, design applications, validation applications, utility model applications, reissue applications, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority or serve as the basis for a priority claim; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made including, without limitation, any current or future right to receive royalties; and Assignor hereby conveys all of its rights arising under or pursuant to any and all existing or future United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages or equitable relief accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection, the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein, and the right by Assignee to claim priority of, or serve as the basis for a priority claim by, the Inventions together with all priority rights and counterpart applications under any existing or future international patent conventions, agreements or treaties.

Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions,

specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, continuation-in-part, divisional, reissue, reexamination, design or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Assignee's reasonable expense.

Assignor hereby further agrees to provide documentary evidence and statements or testimony in any interference, opposition, re-examination, reissue or other proceeding in which any of the Patent Rights may be involved.

Assignor hereby warrants that it has not knowingly conveyed to others any rights in the Patent Rights or the Inventions or any license to use the same or to make, use or sell anything embodying or utilizing any of the Inventions, and that it has good right to assign the Inventions and the Patent Rights, including all priority rights, without encumbrance.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument and, where legally possible, agree to keep the Merger Agreement otherwise confidential.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

## **II. Domain Names and Marks Assignment**

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks, including both those Marks registered with the United States Patent & Trademark Office and those Marks that are unregistered, and including any common law rights that may exist and are associated with the registered and unregistered Marks, together with the goodwill of the business symbolized thereby and appurtenant thereto, and together with the assets of the going business being conveyed, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment. For the unregistered Marks being assigned, Assignor agrees to provide evidence of use as may be needed or required to support a claim of constructive use on behalf of Assignee should Assignee elect to register such Mark(s) in the future or elect to enforce such rights against a third party.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks and Assignor hereby agree to exclusively license the use of such Marks solely to Assignee for the life of such Marks. Except as otherwise set forth in the Purchase Agreement, Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignor and Assignee acknowledge that in order to effect the assignment and transfer of registration of the Domain Names, the parties must follow certain procedures stipulated by the relevant registrar or website operator (the "Transfer Procedures"). If any further documents or agreements are required to be executed by the parties to carry out such Transfer Procedures, such documents or agreements shall form a part of this Assignment. The parties agree to cooperate fully with each other and promptly to take all necessary actions in order to comply with the Transfer Procedures so as to effect the transactions contemplated in this Assignment, including Assignor directing any domain name registrar to release and unlock any Domain Names and, upon notice from the registrar that such Domain Names have been unlocked, immediately requesting that the Domain Names be transferred to Assignee.

### III. General

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and each of which shall be valid and binding upon Assignee and Assignor.

**IN WITNESS WHEREOF**, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

#### ASSIGNOR

UnifyID, Inc.

By: Tom FitzSimmons  
0F7591AC39AB27F08B32C98FBAC9F83B 00000000000000000000000000000000

Name: Tom FitzSimmons

Title: CFO

**ASSIGNEE hereby acknowledges receipt of the entire right, title and interest in and to the Intellectual Property Rights.**

#### ASSIGNEE

Payfone, Inc., d/b/a Prove

By: Renata Lowenbraun  
241GCF50FA3BAD80F5BB6A8111E80338D0 00000000000000000000000000000000

Name: Renata Lowenbraun

Title: VP, Legal

**Exhibit A****Intellectual Property Rights****I. Patent Rights**

Patent or Application Number	Title	Country Code	Inventor(s)	Application Date	Issue Date	Owner
15/600,140	IDENTIFYING AND AUTHENTICATING USERS BASED ON PASSIVE FACTORS DETERMINED FROM SENSOR DATA	US	John C. Whaley, Kurt W. Somerville	5/19/2017	N/A	UnifyID, Inc.
10,867,025	OPPORTUNISTICALLY COLLECTING SENSOR DATA FROM A MOBILE DEVICE TO FACILITATE USER IDENTIFICATION	US	John C. Whaley	2/26/2018	12/15/2020	UnifyID, Inc.
16/385,776	IMPLICIT AUTHENTICATION FOR UNATTENDED DEVICES THAT NEED TO IDENTIFY AND AUTHENTICATE USERS	US	John C. Whaley, Kurt W. Somerville	4/16/2019	N/A	UnifyID, Inc.
62/338,663	AUTHENTICATION AND IDENTIFICATION SYSTEM	US	John C. Whaley	5/19/2016	N/A	UnifyID, Inc.
10,601,786	PRIVACY-PRESERVING SYSTEM FOR MACHINE-LEARNING TRAINING DATA	US	John C. Whaley, Eleftherios Ioannidis	3/2/2018	3/24/2020	UnifyID, Inc.
62/466,234	PRIVACY PRESERVING SYSTEM	US	John C. Whaley	3/2/2017	N/A	UnifyID, Inc.
62/466,230	USER VERIFICATION AND AUTHENTICATION SYSTEM	US	John C. Whaley	3/2/2017	N/A	UnifyID, Inc.
62/658,062	IMPLICIT AUTHENTICATION FOR UNATTENDED DEVICES THAT NEED TO IDENTIFY AND AUTHENTICATE USERS	US	John C. Whaley, Kurt W. Somerville	4/16/2018	N/A	UnifyID, Inc.
17/174,238	DUMMY CLASS FRAMEWORK FOR CONTINUAL SUPERVISED LEARNING APPLICATIONS	US	Vinay Uday Prabhu, John C. Whaley	2/11/2021	N/A	UnifyID, Inc.
62/975,670	DUMMY CLASS FRAMEWORK FOR CONTINUAL SUPERVISED CLASSIFICATION PROBLEMS	US	Vinay Uday Prabhu, John C. Whaley	2/12/2020	N/A	UnifyID, Inc.

**II. Marks**

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
BehaviorPrint	US	90684170	4/30/2021	N/A	N/A
UNIFYID	US	90258112	10/15/2020	6410218	7/6/2021
HUMANDETECT	US	90281324	10/27/2020	6411064	7/6/2021
PUSHAUTH	US	90298660	11/4/2020	6411155	7/6/2021
GAITAUTH	US	90298688	11/4/2020	6411156	7/6/2021

### III. Domain Names and Trade Names

Domain Name or Trade Name
unify-id.com
unifyid.dev
unifyid.xyz
unifyid.org
identity.ai
unifyidentity.com
unify.id