

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7578139

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EARLY WARNING SERVICES, LLC	06/03/2020
RECEIVING PARTY DATA		
Name:	PAYFONE, INC.	
Street Address:	245 FIFTH AVENUE	
Internal Address:	20TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10016	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17537064
CORRESPONDENCE DATA		
Fax Number:	(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>		
Phone:	503-439-6500	
Email:	docketing@bltg-ip.com	
Correspondent Name:	BERKELEY LAW & TECHNOLOGY GROUP, LLP	
Address Line 1:	17933 NW EVERGREEN PLACE	
Address Line 2:	SUITE 250	
Address Line 4:	BEAVERTON, OREGON 97006	
ATTORNEY DOCKET NUMBER:	189.P040C4	
NAME OF SUBMITTER:	KATHRYN L SEEMAN	
SIGNATURE:	/Kathryn L Seeman/	
DATE SIGNED:	10/06/2022	
Total Attachments: 10		
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PATENT RIGHTS ASSIGNMENT

This Patent Rights Assignment (this "Assignment") is made effective this June 3, 2020, by and between Early Warning Services, LLC ("Early Warning"), Authentify, LLC ("Authentify," and, together with Early Warning, "Assignors"), limited liability companies organized and existing under the laws of Delaware, and having a usual place of business at 16552 N 90th Street, Scottsdale, AZ 85260 and Payfone, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 245 Fifth Avenue, 20th Floor New York, NY 10016 ("Assignee").

WHEREAS, each Assignor possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth opposite such Assignor's name on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions");

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 3, 2020 (the "Purchase Agreement"), pursuant to which Assignors transferred, sold and conveyed to Assignee certain of the assets of Assignors, including the Inventions and Patent Rights;

WHEREAS, in accordance with the Purchase Agreement, Assignors desire to assign to Assignee, and Assignee desires to acquire from Assignors, all right, title and interest in and to the Patents; and

WHEREAS, pursuant to Sections 6.2 and 6.3 of the Purchase Agreement, the execution and delivery of this Assignment is a condition to the Closing.

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

Assignors do hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignors' entire right, title and interest in and throughout the world in and to the Inventions, together with Assignors' entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, continuation-in-part applications, divisionals, design applications, validation applications, utility model applications, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights, and any right, title and interest Assignors 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 Assignors had this assignment and sale not been made including, without limitation, any current or future right to receive royalties; and Assignors hereby convey all of their 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 under the Patent Rights, including but not limited to any cause(s) of action and damages or equitable relief accruing prior to this assignment.

Assignors hereby acknowledge that this assignment, being of Assignors' 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 under the Patent Rights by attorneys and agents of Assignee's selection, the right to procure the grant of all patents under the Patent Rights to Assignee in its own name as assignee of Assignors' 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.

Each 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, 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.

Each 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 without encumbrance.

Assignors do 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.

Assignors do 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.

Assignee and Assignors 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 Assignors.

[Remainder of page intentionally left blank]

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.

ASSIGNORS:

EARLY WARNING SERVICES, LLC

DocuSigned by:
Mark Travi
6631205A7293456...

By: _____
Name: Mark Travi
Title: CFO

AUTHENTIFY, LLC

DocuSigned by:
Mark Travi
6631205A7293456...

By: _____
Name: Mark Travi
Title: CFO

ASSIGNEE:

PAYFONE, INC.

By: _____
Name: _____
Title: _____

Signature Page to Patent Rights Assignment

PATENT
REEL: 061338 FRAME: 0642

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.

ASSIGNORS:

EARLY WARNING SERVICES, LLC

By: _____

Name: _____

Title: _____

AUTHENTIFY, LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

PAYFONE, INC.

Rodger Desai

By: 283450DA513FBA5EBE9584DC3238D4B6 contractworks

Name: Rodger Desai

Title: President

Signature Page to Patent Rights Assignment

PATENT
REEL: 061338 FRAME: 0643

Exhibit A

PATENT RIGHTS

Assignor	Country Code	Patent or Application Number	Title	Inventor(s)	Application Date	Issue Date	Owner
EARLY WARNING SERVICES, LLC	US	6,934,858	SYSTEM AND METHOD OF USING THE PUBLIC SWITCHED TELEPHONE NETWORK IN PROVIDING AUTHENTICATION OR AUTHENTICATION FOR ONLINE TRANSACTIONS	WOODHILL	12/13/00	8/23/05	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	7,574,733	SYSTEM AND METHOD OF USING THE PUBLIC SWITCHED TELEPHONE NETWORK IN PROVIDING AUTHENTICATION OR AUTHORIZATION FOR ONLINE TRANSACTIONS	WOODHILL	6/15/05	8/11/09	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	7,383,572	USE OF PUBLIC SWITCHED TELEPHONE NETWORK FOR AUTHENTICATION AND AUTHORIZATION IN ON-LINE TRANSACTIONS	ROLFE	5/24/02	6/3/08	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	7,461,258	USE OF PUBLIC SWITCHED TELEPHONE NETWORK FOR CAPTURING ELECTRONIC SIGNATURES IN ON-LINE TRANSACTIONS	ROLFE, ET AL.	11/14/03	12/2/08	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	8,458,774	NEW METHOD FOR SECURE SITE AND USER AUTHENTICATION	GANESAN	11/2/10	6/4/13	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	8,549,601	METHOD FOR SECURE USER AND SITE AUTHENTICATION	GANESAN	1/14/11	10/1/13	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	9,674,167	NEW METHOD FOR SECURE SITE AND USER AUTHENTICATION	GANESAN	4/15/13	6/6/17	EARLY WARNING SERVICES, LLC

Exhibit A – Patent Rights Assignment

Assignor	Country Code	Patent or Application Number	Title	Inventor(s)	Application Date	Issue Date	Owner
EARLY WARNING SERVICES, LLC	US	8,789,153	METHOD FOR SECURE USER AND TRANSACTION AUTHENTICATION AND RISK MANAGEMENT	GANESAN	1/21/11	7/22/14	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	8,806,592	METHOD FOR SECURE USER AND TRANSACTION AUTHENTICATION AND RISK MANAGEMENT	GANESAN	1/21/11	8/12/14	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	9,325,702	METHOD FOR SECURE USER AND TRANSACTION AUTHENTICATION AND RISK MANAGEMENT	GANESAN	7/14/14	4/26/16	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	10,284,549	METHOD FOR SECURE USER AND TRANSACTION AUTHENTICATION AND RISK MANAGEMENT	GANESAN	2/4/16	5/7/19	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	16/379,558	METHOD FOR SECURE USER AND TRANSACTION AUTHENTICATION AND RISK MANAGEMENT	GANESAN	4/9/19		EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	8,719,905	SECURE AND EFFICIENT LOGIN AND TRANSACTION AUTHENTICATION USING IPHONESTM AND OTHER SMART MOBILE COMMUNICATION DEVICES	GANESAN	4/6/11	5/6/14	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	8,893,237	SECURE AND EFFICIENT LOGIN AND TRANSACTION AUTHENTICATION USING IPHONESTM AND OTHER SMART MOBILE COMMUNICATION DEVICES	GANESAN	5/2/14	11/18/14	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	8,745,699	FLEXIBLE QUASI OUT OF BAND AUTHENTICATION ARCHITECTURE	GANESAN	4/6/11	6/3/14	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	8,887,247	FLEXIBLE QUASI OUT OF BAND AUTHENTICATION ARCHITECTURE	GANESAN	5/20/14	11/11/14	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	8,713,325	KEY MANAGEMENT USING QUASI OUT OF BAND AUTHENTICATION ARCHITECTURE	GANESAN	4/19/11	4/29/14	EARLY WARNING SERVICES, LLC

Exhibit A – Patent Rights Assignment

Assignor	Country Code	Patent or Application Number	Title	Inventor(s)	Application Date	Issue Date	Owner
EARLY WARNING SERVICES, LLC	US	9,197,406	KEY MANAGEMENT USING QUASI OUT OF BAND AUTHENTICATION ARCHITECTURE	GANESAN	2/21/14	11/24/15	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	9,832,183	KEY MANAGEMENT USING QUASI OUT OF BAND AUTHENTICATION ARCHITECTURE	GANESAN	10/21/15	11/28/17	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	8,769,784	SECURE AND EFFICIENT AUTHENTICATION USING PLUG-IN HARDWARE COMPATIBLE WITH DESKTOPS, LAPTOPS AND/OR SMART MOBILE COMMUNICATION DEVICES SUCH AS IPHONES™	GANESAN ROLFE TAPLING	12/21/11	7/8/14	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	9,444,809	SECURE AND EFFICIENT AUTHENTICATION USING PLUG-IN HARDWARE COMPATIBLE WITH DESKTOPS, LAPTOPS AND/OR SMART MOBILE COMMUNICATION DEVICES SUCH AS IPHONES™	GANESAN	6/17/14	9/13/16	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	10,025,920	ENTERPRISE TRIGGERED 2CHK ASSOCIATION	TAPLING	6/7/12	7/17/18	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	9,716,691	ENHANCED 2CHK AUTHENTICATION SECURITY WITH QUERY TRANSACTIONS	TAPLING ROLFE GANESAN SHEWARD	6/7/12	7/25/17	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	10,033,701	ENHANCED 2CHK AUTHENTICATION SECURITY WITH INFORMATION CONVERSION BASED ON USER-SELECTED PERSONA	ROLFE	10/10/13	7/24/18	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	9,203,841	SECURE AUTHENTICATION IN A MULTI-PARTY SYSTEM	NEUMAN, ET AL.	3/28/13	12/1/15	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	9,641,505	SECURE AUTHENTICATION IN A MULTI-PARTY SYSTEM	NEUMAN, ET AL.	2/24/15	5/2/17	EARLY WARNING SERVICES, LLC

Exhibit A – Patent Rights Assignment

Assignor	Country Code	Patent or Application Number	Title	Inventor(s)	Application Date	Issue Date	Owner
EARLY WARNING SERVICES, LLC	US	9,641,520	SECURE AUTHENTICATION IN A MULTI-PARTY SYSTEM	NEUMAN, ET AL.	3/28/13	5/2/17	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	9,148,449	EFFICIENT ENCRYPTION, ESCROW AND DIGITAL SIGNATURES	GANESAN	3/13/13	9/29/15	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	9,712,519	EFFICIENT ENCRYPTION, ESCROW AND DIGITAL SIGNATURES	GANESAN	8/25/15	7/18/17	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	9,077,714	SECURE AUTHENTICATION IN A MULTI-PARTY SYSTEM	NEUMAN, ET AL.	3/28/13	7/7/15	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	9,398,012	SECURE AUTHENTICATION IN A MULTI-PARTY SYSTEM	NEUMAN, ET AL.	6/1/15	7/19/16	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	9,742,763	SECURE AUTHENTICATION IN A MULTI-PARTY SYSTEM	NEUMAN, ET AL.	6/15/2016	8/22/2017	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	10,084,782	AUTHENTICATOR CENTRALIZATION AND PROTECTION	ROLFE, ET AL.	9/19/16	9/25/18	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	10,250,602	AUTHENTICATOR CENTRALIZATION AND PROTECTION	ROLFE, ET AL.	8/28/18	4/2/19	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	10,616,222	AUTHENTICATOR CENTRALIZATION AND PROTECTION	ROLFE ET AL.	2/5/19	4/7/20	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	16/817,157	ANONYMOUS AUTHENTICATION AND REMOTE WIRELESS TOKEN ACCESS	ROLFE	3/12/20		EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	9,614,845	ANONYMOUS AUTHENTICATION AND REMOTE WIRELESS TOKEN ACCESS	ROLFE	4/15/15	4/4/17	EARLY WARNING SERVICES, LLC

Exhibit A – Patent Rights Assignment

Assignor	Country Code	Patent or Application Number	Title	Inventor(s)	Application Date	Issue Date	Owner
EARLY WARNING SERVICES, LLC	US	10,397,780	ANONYMOUS AUTHENTICATION AND REMOTE WIRELESS TOKEN ACCESS	ROLFE	2/27/17	8/27/19	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	16/521,374	ANONYMOUS AUTHENTICATION AND REMOTE WIRELESS TOKEN ACCESS	ROLFE	2/27/20		EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	10,015,670	SYSTEM AND METHOD FOR MOBILE NUMBER VERIFICATION	WOODWARD, ET AL.	7/13/15	7/3/18	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	10,264,454	SYSTEM AND METHOD FOR MOBILE NUMBER VERIFICATION	WOODWARD, ET AL.	6/11/18	4/16/19	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	10,506,435	SYSTEM AND METHOD FOR MOBILE NUMBER VERIFICATION	WOODWARD, ET AL.	2/27/19	12/10/19	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	10,304,042	LOCATION-BASED AUTHENTICATION OF TRANSACTIONS AND CONDUCTED USING MOBILE DEVICES	DESAI, ET AL.	11/6/2015	5/28/2019	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	16/393,461	LOCATION-BASED AUTHENTICATION OF TRANSACTIONS AND CONDUCTED USING MOBILE DEVICES	DESAI, ET AL.	4/24/2019		EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	10,552,823	SYSTEM AND METHOD FOR MOBILE NUMBER VERIFICATION	WOODWARD, ET AL.	3/27/17	2/4/20	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	16/730,878	SYSTEM AND METHOD FOR MOBILE NUMBER VERIFICATION	WOODWARD, ET AL.	12/30/19		EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	8,341,236	PRIVACY AND SECURITY ENHANCED INTERNET GEOLOCATION	GANESAN	11/2/10	12/5/12	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	8,589,459	PRIVACY AND SECURITY ENHANCED INTERNET GEOLOCATION	GANESAN	11/5/12	10/30/13	EARLY WARNING SERVICES, LLC

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Assignor	Country Code	Patent or Application Number	Title	Inventor(s)	Application Date	Issue Date	Owner
EARLY WARNING SERVICES, LLC	US	10,587,683	PROXIMITY IN PRIVACY AND SECURITY ENHANCED INTERNET GEOLOCATION	GANESAN	1/9/13	3/17/20	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	10,581,834	ENHANCING TRANSACTION AUTHENTICATION WITH PRIVACY AND SECURITY ENHANCED INTERNET GEOLOCATION & PROXIMITY	GANESAN	2/1/17	3/3/20	EARLY WARNING SERVICES, LLC
EARLY WARNING SERVICES, LLC	US	16,790,394	ENHANCING TRANSACTION AUTHENTICATION WITH PRIVACY AND SECURITY ENHANCED INTERNET GEOLOCATION & PROXIMITY	GANESAN	2/13/20		EARLY WARNING SERVICES, LLC

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