

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7849333

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURED PARTY GENERAL ASSIGNMENT AND BILL OF SALE

## CONVEYING PARTY DATA

Name	Execution Date
NANTAHALA CAPITAL PARTNERS II LIMITED PARTNERSHIP	01/12/2023
NANTAHALA CAPITAL PARTNERS LIMITED PARTNERSHIP	01/12/2023
NCP QR LP	01/12/2023
NANTAHALA CAPITAL PARTNERS SI, LP	01/12/2023
NCP CB LP	01/12/2023
BLACKWELL PARTNERS LLC - SERIES A	01/12/2023
SILVER CREEK CS SAV, L.L.C.	01/12/2023

## RECEIVING PARTY DATA

<b>Name:</b>	TECH5 USA, INC.
<b>Street Address:</b>	888 WEST BIG BEAVER ROAD
<b>Internal Address:</b>	SUITE 200
<b>City:</b>	TROY
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48084

## PROPERTY NUMBERS Total: 18

Property Type	Number
Application Number:	17177224
Application Number:	17227257
Application Number:	17405835
Application Number:	63347539
Patent Number:	10580243
Patent Number:	10681041
Patent Number:	10777030
Patent Number:	10972275
Patent Number:	7298873
Patent Number:	7362884
Patent Number:	7596246
Patent Number:	7606396
Patent Number:	7949156

PATENT

Property Type	Number
Patent Number:	8887259
Patent Number:	9262613
Patent Number:	9268904
Patent Number:	9286528
Patent Number:	9418214

**CORRESPONDENCE DATA**

**Fax Number:** (248)649-3338  
*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.*

**Phone:** (248) 649-3333  
**Email:** docketing@youngbasile.com  
**Correspondent Name:** YOUNG BASILE HANLON & MACFARLANE, P.C.  
**Address Line 1:** 3001 WEST BIG BEAVER RD.  
**Address Line 2:** SUITE 624  
**Address Line 4:** TROY, MICHIGAN 48084

<b>ATTORNEY DOCKET NUMBER:</b>	TECH5-010
<b>NAME OF SUBMITTER:</b>	DANIEL P. ALEKSYNAS
<b>SIGNATURE:</b>	/Daniel P. Aleksynas/
<b>DATE SIGNED:</b>	03/16/2023

**Total Attachments: 12**  
source=IWSY - General Assignment EXECUTED#page1.tif  
source=IWSY - General Assignment EXECUTED#page2.tif  
source=IWSY - General Assignment EXECUTED#page3.tif  
source=IWSY - General Assignment EXECUTED#page4.tif  
source=IWSY - General Assignment EXECUTED#page5.tif  
source=IWSY - General Assignment EXECUTED#page6.tif  
source=IWSY - General Assignment EXECUTED#page7.tif  
source=IWSY - General Assignment EXECUTED#page8.tif  
source=IWSY - General Assignment EXECUTED#page9.tif  
source=IWSY - General Assignment EXECUTED#page10.tif  
source=IWSY - General Assignment EXECUTED#page11.tif  
source=IWSY - General Assignment EXECUTED#page12.tif

**SECURED PARTY**  
**GENERAL ASSIGNMENT AND BILL OF SALE**

This BILL OF SALE AND ASSIGNMENT, dated as of January 12, 2023 (this "Bill of Sale and Assignment"), from each of the lenders set forth on the signature pages hereto, solely in their capacity as Required Lenders (as defined in the Purchase Agreement) under the Loan Agreement (as defined in the Purchase Agreement) (such lenders, collectively, "Seller" or "Creditor"), to TECH5 USA, INC., a Michigan corporation ("Purchaser").

WHEREAS, Seller, IMAGEWARE SYSTEMS, INC., a Delaware corporation (the "Company" or "Debtor"), and Purchaser are parties to that certain Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

WHEREAS, the Purchase Agreement contemplates that this General Assignment and Bill of Sale (this "General Assignment and Bill of Sale") will be executed and delivered by Seller concurrently with the execution and delivery of the Purchase Agreement; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Creditor hereby sells, grants, assigns, transfers, conveys and sets over to Purchaser all of Debtor's rights and interest in and to the specific items of Collateral listed on Schedule A annexed hereto and incorporated by reference herein (collectively, the "Conveyed Property").

2. Creditor shall cooperate with Purchaser if necessary for Purchaser to obtain physical or electronic delivery of the Conveyed Property. Creditor also agrees that, from time to time, it will promptly, upon reasonable request, execute and deliver all further instruments and documents, and take all further action, in order to implement the terms of this General Assignment and Bill of Sale and the transfer of the Conveyed Property, including, without limitation, executing and filing such amendments or termination statements under the Code, and such other instruments or notices, as the Purchaser may reasonably determine to be necessary or appropriate

3. Purchaser acknowledges by its acceptance of this General Assignment and Bill of Sale that, except as specifically set forth in this General Assignment and Bill of Sale, Purchaser is accepting from Creditor all of Debtor's rights in and to the Conveyed Property "AS IS" and "WHERE IS" and without any implied or expressed representation, warranty or covenant, including without limitation, any warranty (a) as to the merchantability, fitness or adequacy for any purpose or use, quality, productiveness or capacity of any or all of the Conveyed Property, and/or (b) relating to title, possession, quiet enjoyment or the like in the disposition of any or all of the Conveyed Property pursuant to this General Assignment and Bill of Sale (the "Disposition").

4. Purchaser, by accepting this General Assignment and Bill of Sale, agrees to comply with all federal, state and local laws and regulations having force of law which apply to the Purchaser's removal of and use of the Conveyed Property.

5. Notwithstanding anything to the contrary contained herein, Purchaser is not hereby assuming, and shall not be liable for any claims against, or liabilities of, the Debtor, including with respect to any claims and/or liabilities arising under and/or in connection with any of the Conveyed Property and/or the transactions contemplated by this General Assignment and Bill of Sale.

6. This General Assignment and Bill of Sale shall inure to the benefit of, and be enforceable by, Purchaser and Creditor and their respective successors and assigns. This General Assignment and Bill of Sale and any claim or dispute of any kind or nature whatsoever arising out of or in any way relating to this General Assignment and Bill of Sale, directly or indirectly, shall be governed by and construed in accordance with the laws of the State of New York without regard to any choice-of-law principle that would dictate the application of the laws of another jurisdiction.

7. This General Assignment and Bill of Sale may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. Any signature delivered by facsimile transmission or e-mail PDF file shall be deemed to be an original signature hereto.

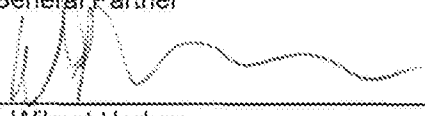
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Creditor has caused this Bill of Sale to be duly executed this 11th day of January, 2023.

**CREDITOR:**

NANTAHALA CAPITAL PARTNERS II LIMITED  
PARTNERSHIP

By: Nantahala Capital Management, LLC  
Its General Partner

By:   
Name: Wilmot Harkey  
Title: Manager

**Legal Entity Name and Address:**

Nantahala Capital Partners II Limited Partnership  
130 Main St. 2<sup>nd</sup> Floor  
New Canaan, CT 06840

**Notifications:**

Contact: Operations Team

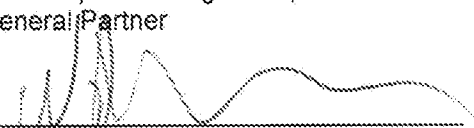
Email (preferred): [operations@nantahalapartners.com](mailto:operations@nantahalapartners.com)

Copy to legal address for physical

**CREDITOR:**

NANTAHALA CAPITAL PARTNERS LIMITED  
PARTNERSHIP

By: Nantahala Capital Management, LLC  
Its General Partner

By:   
Name: Wilmot Markey  
Title: Manager

**Legal Entity Name and Address:**

Nantahala Capital Partners Limited Partnership  
130 Main St. 2<sup>nd</sup> Floor  
New Canaan, CT 06840

**Notifications:**

Contact: Operations Team

Email (preferred): [operations@nantahalapartners.com](mailto:operations@nantahalapartners.com)

Copy to legal address for physical.

**CREDITOR:**

NCP QR LP

By: Nantahala Capital Management, LLC  
Its Investment Manager

By: 

Name: Wilmot Harkey  
Title: Manager

**Legal Entity Name and Address:**

NCP QR LP  
130 Main St. 2<sup>nd</sup> Floor  
New Canaan, CT 06840

**Notifications:**

Contact: Operations Team

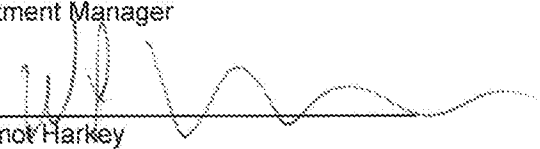
Email (preferred): [operations@nantahalapartners.com](mailto:operations@nantahalapartners.com)

Copy to legal address for physical.

**CREDITOR:**

NANTAHALA CAPITAL PARTNERS SI, LP

By: Nantahala Capital Management, LLC  
Its Investment Manager

By:   
Name: Wilmot Harkey  
Title: Manager

**Legal Entity Name and Address:**

Nantahala Capital Partners SI, LP  
130 Main St. 2<sup>nd</sup> Floor  
New Canaan, CT 06840

**Notifications:**

Contact: Operations Team

Email (preferred): [operations@nantahalapartners.com](mailto:operations@nantahalapartners.com)

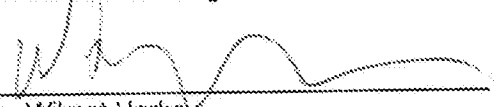
Copy to legal address for physical.



**CREDITOR:**

NCP CB LP

By: Nantahala Capital Management, LLC  
Its Investment Manager

By:   
Name: Wilmot Harkey  
Title: Manager

**Legal Entity Name and Address:**

NCP CB LP  
130 Main St. 2<sup>nd</sup> Floor  
New Canaan, CT 06840

**Notifications:**

Contact: Operations Team

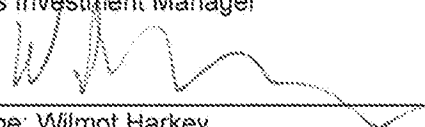
Email (preferred): [operations@nantahalapartners.com](mailto:operations@nantahalapartners.com)

Copy to legal address for physical.

**CREDITOR:**

BLACKWELL PARTNERS LLC - SERIES A, solely with respect to the portion of its assets for which Nantahala Capital Management, LLC acts as its Investment Manager

By: Nantahala Capital Management, LLC  
Its Investment Manager

By:   
Name: Wilmot Harkey  
Title: Manager

**Legal Entity Name and Address:**

Blackwell Partners LLC – Series A  
280 South Mangum Street, Suite 210  
Durham, NC 27701

**Notifications:**

Contact: Operations Team; Jannine Lail

Email (preferred): [operations@nantahalapartners.com](mailto:operations@nantahalapartners.com);  
[jlail@dumac.duke.edu](mailto:jlail@dumac.duke.edu)

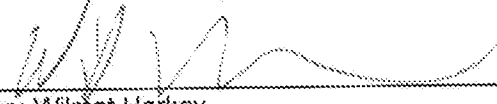
Copy to legal address above and investment manager below for physical.

c/o Nantahala Capital Management, LLC  
130 Main St. 2<sup>nd</sup> Floor  
New Canaan, CT 06840

**CREDITOR:**

SILVER CREEK CS SAV, L.L.C., solely with respect to the portion of its assets for which Nantahala Capital Management, LLC acts as its Investment Manager

By: Nantahala Capital Management, LLC  
Its Investment Manager

By:   
Name: Wilmot Harkey  
Title: Manager

**Legal Entity Name and Address:**

Silver Creek CS SAV, L.L.C.  
1301 5th Avenue, 40th Floor  
Seattle, WA 98101

**Notifications:**

Contact: Operations Team(s)

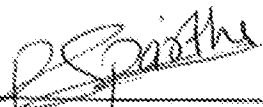
Email (preferred): [operations@nantahalapartners.com](mailto:operations@nantahalapartners.com);  
[Operations@silvercreekcapital.com](mailto:Operations@silvercreekcapital.com)

Copy to legal address above and investment manager below for physical.

c/o Nantahala Capital Management, LLC  
130 Main St. 2nd Floor  
New Canaan, CT 06840

**ACCEPTED AND AGREED TO:**

**TECH5 USA, INC.,**  
a Michigan corporation

By:   
Name: Rahul Parthe  
Title: President

[Bill of Sale - Signature Page]

**PATENT**  
**REEL: 063112 FRAME: 0804**

SCHEDULE A  
Conveyed Property

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the UCC.

All of each Debtor's rights, title and interest in and to the following property:

- a. all Inventory;
- b. all Equipment;
- c. all Fixtures;
- d. all Goods;
- e. all General Intangibles;
- f. all Accounts;
- g. all Deposit Accounts, other bank accounts and all funds on deposit therein;
- h. all Investment Property;
- i. Chattel Paper;
- j. all Letter-of-Credit Rights;
- k. all Instruments;
- l. all books and records;
- m. all of the following, throughout the world: patents, trademarks, tradenames, corporate names, fictitious business names, internet domain names, trade styles, service marks, logos, and other source of business identifiers and the goodwill symbolized by and connected with the use thereof; copyrights, mask works, designs, inventions, trade secrets, information, databases, rights of publicity, software, and any other proprietary rights and processes; any licenses to use any of the foregoing owned by a third party; registrations, applications and recordings pertaining to any of the foregoing; and rights to sue for past, present and future infringement, dilution, misappropriation, or other violation of any of the foregoing;
- n. all Supporting Obligations including letters of credit and guarantees issued in support of Accounts, Chattel Paper, General Intangibles and Investment Property;

o. (i) all money, cash and cash equivalents and (ii) all cash held as cash collateral, all other cash or property at any time on deposit with or held by any Creditor for the account of any Debtor (whether for safekeeping, custody, pledge, transmission or otherwise); and

p. all products and Proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing assets and (ii) payments due or to become due under leases, rentals and hires of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form.

Notwithstanding the foregoing, to the extent the Conveyed Property consists of any contracts, contract rights, general intangibles or other assets which as a matter of law or contract are not assignable, then such contracts, contract rights, general intangibles and/or other assets shall automatically constitute Conveyed Property at the option of the Purchaser, without further action on the part of Creditor or Debtor, at such time as the prohibition on assignment is lifted, terminated or otherwise no longer effective as a matter of law or is waived or the consent of the necessary party is obtained.