

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8209944

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the PRIOR ERRONEOUS RECORDATION OF ASSIGNMENT FOR ALL PATENTS ON PTAS 507941075 previously recorded on Reel 063849 Frame 0968. Assignor(s) hereby confirms the ASSIGNMENT.

## CONVEYING PARTY DATA

Name	Execution Date
X-CARD HOLDINGS, LLC	10/04/2019

## RECEIVING PARTY DATA

<b>Name:</b>	IDEMIA AMERICA CORP.
<b>Street Address:</b>	4250 PLEASANT VALLEY ROAD
<b>City:</b>	CHANTILLY
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20151-1221

## PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	17092872
Application Number:	16515402
Application Number:	16806132
Application Number:	16742185
Application Number:	14883007
Application Number:	15007517
Application Number:	16444646
Application Number:	13648805
Application Number:	13649663

## CORRESPONDENCE DATA

## Fax Number:

*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.*

Email: kbroome@anaqua.com

Correspondent Name: KITTY BROOME

Address Line 1: 184 SHEPHERDS BUSH ROAD

Address Line 4: LONDON, UNITED KINGDOM W6 7NL

<b>NAME OF SUBMITTER:</b>	KITTY BROOME
---------------------------	--------------

<b>SIGNATURE:</b>	/KITTY BROOME/
<b>DATE SIGNED:</b>	10/09/2023
<b>Total Attachments: 11</b> source=USPTO- corrective assignment#page1.tif source=USPTO- corrective assignment#page2.tif source=USPTO- corrective assignment#page3.tif source=USPTO- corrective assignment#page4.tif source=USPTO- corrective assignment#page5.tif source=USPTO- corrective assignment#page6.tif source=II.8. Project X-Core IP_Assignment_Agreement [Execution Version].DOCX#page1.tif source=II.8. Project X-Core IP_Assignment_Agreement [Execution Version].DOCX#page2.tif source=II.8. Project X-Core IP_Assignment_Agreement [Execution Version].DOCX#page3.tif source=II.8. Project X-Core IP_Assignment_Agreement [Execution Version].DOCX#page4.tif source=USPTO- letter#page1.tif	

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7988215

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
X-CARD HOLDINGS, LLC	10/04/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	IDEMIA AMERICA CORP.
<b>Street Address:</b>	4250 PLEASANT VALLEY ROAD
<b>City:</b>	CHANTILLY
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20151-1221
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	<del>17092872</del>
Application Number:	<del>16515402</del>
Application Number:	16806132
Application Number:	16742185
Application Number:	<del>14883007</del>
Application Number:	<del>15007517</del>
Application Number:	16444656
Application Number:	<del>13648805</del>
Application Number:	<del>13649663</del>
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	07835440459
<b>Email:</b>	kbroome@anaqua.com
<b>Correspondent Name:</b>	KITTY BROOME
<b>Address Line 1:</b>	184 SHEPHERDS BUSH ROAD
<b>Address Line 4:</b>	LONDON, UNITED KINGDOM W6 7NL
<b>NAME OF SUBMITTER:</b>	KITTY BROOME
<b>SIGNATURE:</b>	/KITTY BROOME/

<b>DATE SIGNED:</b>	06/05/2023
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**Total Attachments: 4**

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source=11.8. Project X-Core IP\_Assignment\_Agreement [Execution Version].DOCX#page2.tif

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**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of October 4, 2019, by and among X-Card Holdings, LLC d/b/a X-Core Technologies, a Pennsylvania limited liability company (the "Assignor"), and Idemia America Corp., a Delaware limited liability company (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

**RECITALS**

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 30, 2019 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, among other things, the Purchased Intellectual Property Rights; and

**WHEREAS**, this Assignment is being executed and delivered pursuant to Section 9.02(f)(v) of the Purchase Agreement.

**NOW, THEREFORE**, in accordance with the Purchase Agreement and in consideration of the premises and the mutual agreements and covenants set forth in this Assignment and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. The Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee does hereby accept, all of the Assignor's rights, title and interests in, to and under the Purchased Intellectual Property Rights including, without limitation any and all such intellectual property rights as are identified in Exhibit A hereto, such rights, title and interest including:

- (i) all inventions embodied in the intellectual property rights identified in Exhibit A together with all rights to license and otherwise exploit such intellectual property rights, including the rights to file applications and obtain patents, utility models, industrial models and designs and all rights to register such inventions in appropriate registries;
- (ii) all patents, including all utility, divisionals, reissues, continuations, and continuations-in-part patents claiming priority to the intellectual property rights identified in Exhibit A, anywhere in the world;
- (iii) all corresponding patents and patent applications that may claim priority based on and correspond to the intellectual property rights identified in Exhibit A;
- (iv) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the intellectual property rights identified in Exhibit A, including without limitation unpaid damages and payments for past, present, and future infringements of any of the patents identified in section (i)-(iii) above; and

(v) all rights to sue for past, present and future infringements or misappropriations of the intellectual property rights identified in Exhibit A or any of the additional patents identified in section (i)-(iii) above.

The Assignee shall cause the United States Patent and Trademark Office, and any other patent office and similar or comparable agency, office, register, or registrar in any country or jurisdiction to record Assignee as the sole and exclusive owner of any patent, patent application or domain name included in the Purchased Intellectual Property Rights, and to issue any patent, registration, certificate, document, or process in such country or jurisdiction, or issue process, presently pending or existing in the future, for any such application, patent and/or registration in the name and for the benefit of the Assignee only. In addition, upon the Assignee's request and at its sole expense, the Assignor shall provide any assistance as is necessary or useful for the Assignee to secure and perfect sole and exclusive ownership of the Purchased Intellectual Property Rights in the name of Assignee.

2. Binding Effect; Benefit. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities upon any Person other than the parties hereto and their respective successors and permitted assigns.

3. Provisions of Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Agreement and all claims and causes of action arising out of or relating to this Agreement (including its validity, interpretation, construction, performance and enforcement) shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

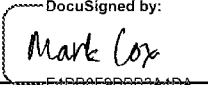
5. Counterparts. The parties hereto may execute this Assignment in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Assignment is effective upon delivery of one executed counterpart from each party to the other parties. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature(s) is as effective as signing and delivering the counterpart in person.

*[Signatures appear on following page.]*

IN WITNESS WHEREOF, this Intellectual Property Assignment is executed as of the day and year first written above.

**Assignor:**

X-CARD HOLDINGS, LLC D/B/A X-CORE  
TECHNOLOGIES

By:  \_\_\_\_\_  
Name: Mark Cox  
Title: CEO & President

**Assignee:**

IDEMIA AMERICA CORP.

By:  \_\_\_\_\_  
Name: Pierre Barria  
Title: CEO Secure Enterprise Transactions

Exhibit A**Purchased Intellectual Property Rights**1. Patents and Patent Applications:

Family 3-1 (from Provisional filed in April 2012):	US9122968 (Granted) EP2834075 (Granted) CN201380026495 (Granted) HK1208747 (Application) HK1207037 (Application) HK1208695 (Application) CN201380026484 (Granted) EP2834304 (Application) HK1207099 (Application) CN201380026486 (Granted) HK1208748 (Application) HK1207182 (Application) US9688850 (Granted) US20170260385 (Application) US20180230300 (Application)
Family 3-2 (From both Provisionals filed in April 2012 and September 2012):	US9439334 (Granted) US10255539 (Granted) US20190197381 (Application) HK1212793 (Application) CN201380057596 (Granted) EP2893493 (Application) HK1210300 (Application) US9594999 (Granted) US10127489 (Granted) EP2893492 (Application) HK1212794 (Application) HK1210301 (Application) CN201380057621 (Granted)
Family 11	WO2019032578 (Application)

2. Know-How. Any and all Know-How: (a) included in the Purchased Intellectual Property, including any of the same provided to Buyer or (b) relating to the Purchased Intellectual Property and provided to Buyer, before or after the Closing Date, by or on behalf of Seller or a present or former owner, principal, employee, agent, or representative of Seller.



**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of October 4, 2019, by and among X-Card Holdings, LLC d/b/a X-Core Technologies, a Pennsylvania limited liability company (the "Assignor"), and Idemia America Corp., a Delaware limited liability company (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

**RECITALS**

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 30, 2019 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, among other things, the Purchased Intellectual Property Rights; and

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1. The Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee does hereby accept, all of the Assignor's rights, title and interests in, to and under the Purchased Intellectual Property Rights including, without limitation any and all such intellectual property rights as are identified in Exhibit A hereto, such rights, title and interest including:

- (i) all inventions embodied in the intellectual property rights identified in Exhibit A together with all rights to license and otherwise exploit such intellectual property rights, including the rights to file applications and obtain patents, utility models, industrial models and designs and all rights to register such inventions in appropriate registries;
- (ii) all patents, including all utility, divisionals, reissues, continuations, and continuations-in-part patents claiming priority to the intellectual property rights identified in Exhibit A, anywhere in the world;
- (iii) all corresponding patents and patent applications that may claim priority based on and correspond to the intellectual property rights identified in Exhibit A;
- (iv) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the intellectual property rights identified in Exhibit A, including without limitation unpaid damages and payments for past, present, and future infringements of any of the patents identified in section (i)-(iii) above; and

(v) all rights to sue for past, present and future infringements or misappropriations of the intellectual property rights identified in Exhibit A or any of the additional patents identified in section (i)-(iii) above.

The Assignee shall cause the United States Patent and Trademark Office, and any other patent office and similar or comparable agency, office, register, or registrar in any country or jurisdiction to record Assignee as the sole and exclusive owner of any patent, patent application or domain name included in the Purchased Intellectual Property Rights, and to issue any patent, registration, certificate, document, or process in such country or jurisdiction, or issue process, presently pending or existing in the future, for any such application, patent and/or registration in the name and for the benefit of the Assignee only. In addition, upon the Assignee's request and at its sole expense, the Assignor shall provide any assistance as is necessary or useful for the Assignee to secure and perfect sole and exclusive ownership of the Purchased Intellectual Property Rights in the name of Assignee.

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3. Provisions of Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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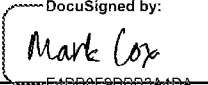
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*[Signatures appear on following page.]*

IN WITNESS WHEREOF, this Intellectual Property Assignment is executed as of the day and year first written above.

**Assignor:**

X-CARD HOLDINGS, LLC D/B/A X-CORE  
TECHNOLOGIES

By:   
Name: Mark Cox  
Title: CEO & President

**Assignee:**

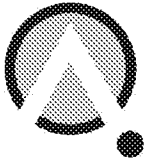
IDEMIA AMERICA CORP.

By:   
Name: Pierre Barria  
Title: CEO Secure Enterprise Transactions

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Family 11	WO2019032578 (Application)

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ANAQUA®

**United States Patent and Trademark Office**  
600 Dulany St,  
Alexandria,  
VA 22314

**Contact**

Kitty Broome  
*Title Updates Project Manager*

@:kbroome@anaqua.com

**Date:** 09/10/2023  
**Object:** Request for a corrective assignment  
**PTAS:** 507941075  
**Reel/frame:** 063849/0968

Dear Sir/Madam,

There has been an erroneous recordation of the assignment with respect to application numbers:

17092872  
16515402  
16806132  
16742185  
14883007  
15007517  
16444656  
13648805  
13649663

These patents are not mentioned in the assignment document and therefore have been assigned in error to Idemia America Corp.

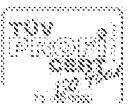
Please proceed with a corrective assignment.

Kindly note that we only have authority to act on behalf of this recordation and are not responsible for any other representation.

Best regards,

Kitty Broome

Wework Brook Green 184 Shepherds Bush Road | W6 7NL London, United Kingdom  
[clients@anaguaservices.com](mailto:clients@anaguaservices.com)



**RECORDED: 10/09/2023**

**PATENT**  
**REEL: 065180 FRAME: 0902**