

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                        |
|----------------------------------|--|-----------------------|------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                        |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                        |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                        |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>     |
| Datakey, Inc.                    |  | 11/14/2006            | CORPORATION: MINNESOTA |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                        |
| <b>Name:</b>                     | Datakey Electronics, Inc.  |                       |                        |
| <b>Street Address:</b>           | 12730 Creek View Avenue  |                       |                        |
| <b>City:</b>                     | Savage   |                       |                        |
| <b>State/Country:</b>            | MINNESOTA  |                       |                        |
| <b>Postal Code:</b>              | 55378-2618   |                       |                        |
| <b>Entity Type:</b>              | CORPORATION: OHIO  |                       |                        |
| <b>PROPERTY NUMBERS Total: 2</b> |  |                       |                        |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                        |
| Registration Number:             | 1457273  | DATAKEY               |                        |
| Registration Number:             | 1455104  | DATAKEY               |                        |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                        |
| <b>Fax Number:</b>               | (612)340-8856  |                       |                        |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                        |
| <b>Phone:</b>                    | (612) 492-6853   |                       |                        |
| <b>Email:</b>                    | ip.docket@dorsey.com   |                       |                        |
| <b>Correspondent Name:</b>       | Paul W. Mussell  |                       |                        |
| <b>Address Line 1:</b>           | Dorsey & Whitney LLP   |                       |                        |
| <b>Address Line 2:</b>           | 50 South Sixth Street, Suite 1500  |                       |                        |
| <b>Address Line 4:</b>           | Minneapolis, MINNESOTA 55402-1498  |                       |                        |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 66372  |                       |                        |
| <b>NAME OF SUBMITTER:</b>        | Paul Mussell   |                       |                        |
| <b>Signature:</b>                | /Paul Mussell/   |                       |                        |

CH \$65.00 1457273

Date:

11/28/2006

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS

This Assignment (the "Assignment"), is made by and between Datakey, Inc., a Minnesota corporation, having an office at 407 West Travelers Trail, Burnsville, Minnesota 55337-2558 ("Assignor") and Datakey Electronics, Inc., an Ohio corporation, having an office at 12730 Creek View Avenue, Savage, Minnesota 55378-2618 ("Assignee").

WHEREAS, Assignor has adopted, used, and is using the marks identified on the attached Exhibit A, (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in the Marks worldwide and any applications and registrations therefor, including the applications and registrations identified on Exhibit A.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby sells, assigns, transfers and conveys to Assignee all rights, title and interest in and to the Marks worldwide, and any applications and registrations therefor, including the applications and registrations identified on the attached Exhibit A, together with that part of the good will of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made.
2. Assignment of Cause of Action. Assignor further sells, assigns, transfers and conveys to Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.
3. Cooperation. Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the rights, title and interest herein conveyed.
4. Warranty of Completeness. Assignor hereby warrants and represents that Exhibit A is a complete listing of all of the applications and registrations for trademarks or service marks containing the term "DATAKEY" which are owned or controlled by the Assignor anywhere in the world.
5. Warranties of Ownership and Non-Infringement. Assignor hereby warrants and represents that to the best of its knowledge and belief it is the exclusive owner of the Marks and that no other person, firm, corporation, or association has the right to use the Marks in commerce, either in identical form or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of such other person, to cause confusion with the Marks.

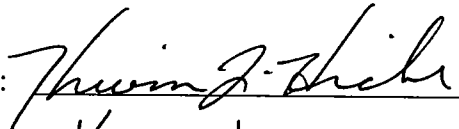
6. Warranty of No Conflict of Rights. Assignor hereby warrants and represents that it has not entered into any assignments, contracts or other understandings with third parties which would conflict with the rights herein granted.

7. Survival. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns and/or other legal representatives.

IN WITNESS WHEREOF, the parties have executed this Assignment and such Assignment is effective as of the date indicated below.

DATAKEY, INC.

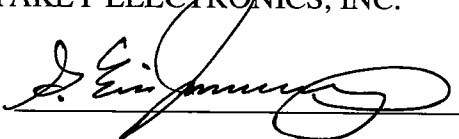
Date: 14 Nov 06

By: 

Name: KEVIN HICKS

Title: GEN. COUNSEL + VP

DATAKEY ELECTRONICS, INC.

By: 

Name: G. ERIC JENNINGS

Title: PRESIDENT

NOTARY CERTIFICATE

State of Maryland

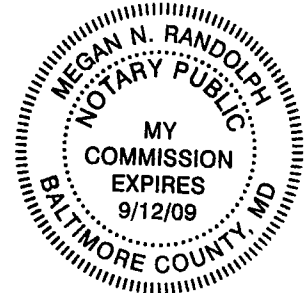
County of Baltimore

This instrument was signed or acknowledged before me this 14 day of November,  
2006 by Kevin L. Hicks, known to me to be the General Counsel  
VP of Datakey, Inc.

September 12, 2009  
Commission Expires

Megan N. Randolph  
Notary Public

(Seal)



NOTARY CERTIFICATE

State of Minnesota

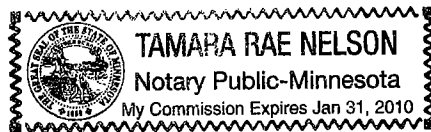
County of Scott

This instrument was signed or acknowledged before me this 9 day of November,  
2006 by G. Eric Jennings, known to me to be the President of Datakey  
Electronics, Inc.




January 31, 2010  
Commission Expires




Tamara R. Nelson  
Notary Public

(Seal)



**EXHIBIT A**

| <u>Mark</u>   | <u>Jurisdiction</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---|---------------------|-------------------------|--------------------------|
| DATAKEY (Stylized)<br><b>Datakey</b>  | United States       | 1,457,273               | September 15, 1987       |
| DATAKEY (Stylized)<br><b>Datakey</b>  | United States       | 1,455,104               | September 1, 1987        |
| DATAKEY   | Minnesota           | 13,251                  | February 2, 1988         |
| DATAKEY   | Minnesota           | 7,275                   | June 1, 1981             |
| DATAKEY (Stylized)<br><b>Datakey</b>  | Benelux             | 443,240                 | February 10, 1988        |
| DATAKEY (Stylized)<br><b>Datakey</b>  | Canada              | TMA361,822              | November 3, 1989         |
| DATAKEY & Design<br> | Canada              | TMA277,343              | March 4, 1983            |
| DATAKEY & Design<br> | Denmark             | 1984 306 VR             | January 20, 1984         |
| DATAKEY & Design<br> | France              | 1,450,362               | February 17, 1988        |

| <u>Mark</u>  | <u>Jurisdiction</u> | <u>Registration No.</u>         | <u>Registration Date</u>                       |
|--|---------------------|---------------------------------|--|
| <b>DATAKEY &amp; Design</b><br>                               | France              | 1,219,215                       | November 19, 1982                              |
| <b>DATA KEY KEYTROLLER<br/>MODEL KT 1400 &amp; Design</b><br> | Germany             | 1,127,374                       | September 12, 1988                             |
| <b>DATAKEY (Stylized)</b><br>                                 | Italy               | 520,651<br>838,324<br>(renewal) | January 12, 1990<br>March 8, 2001<br>(renewed) |
| <b>DATAKEY</b>   | United Kingdom      | B1379435                        | April 23, 1993                                 |