

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atrua Technologies, Inc.		07/08/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AuthenTec, Inc.		
Street Address:	100 Rialto Place		
Internal Address:	Suite 100		
City:	Melbourne		
State/Country:	FLORIDA		
Postal Code:	32901		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3056240	ATRUA	
Serial Number:	78370536	ATRUA WINGS	
Serial Number:	76685638	UNLOCKING THE POWER OF MOBILE DEVICES	
CORRESPONDENCE DATA			
Fax Number:	(704)444-1111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 444 1000		
Email:	marie.poveromo@alston.com		
Correspondent Name:	Glen R. Drysdale		
Address Line 1:	101 S. Tryon St.		
Address Line 2:	Bank of America Plaza, STE 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Glen R. Drysdale		
Signature:	/Glen R. Drysdale/		

OP \$90.00 3056240

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Date:

08/06/2009

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "*Agreement*") is made by and between Atrua (assignment for the benefit of creditors), LLC, a California limited liability company in its sole and limited capacity as Assignee for the Benefit of Creditors of Atrua Technologies, Inc., having its principal office located at 1100 La Avenida Street, Building A, Mountain View, California 94043 ("*Assignor*") and AuthenTec, Inc., a Delaware corporation, with its principal offices located at 100 Rialto Place, Suite 100, Melbourne, Florida 32901 ("*Assignee*").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "*Purchase Agreement*"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement;

B. Assignor controls and owns certain intellectual property and other proprietary rights relating to the business of Atrua Technologies, Inc. ("*ATI*"), which Assignor acquired as of May 8, 2009 pursuant to a General Assignment between ATI and Assignor; and

C. Pursuant to the Purchase Agreement, Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, certain intellectual property and other proprietary rights relating to the business of ATI.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby sell, assign, transfer, convey, contribute, and deliver to Assignee and its successors, assigns, designees and legal representatives, and Assignee does hereby accept from Assignor, all right, title and interest in and to any and all of the following set forth in Paragraphs 1(a), (b), (c), (d) and (e) below, free and clear of all security interests, liens, collateral assignments or other encumbrances, all rights of priority therein in any country as may now or hereafter be granted to Assignor by law, treaty or other international convention, all income, royalties and payments due or payable with respect to all of the following set forth in Paragraphs 1(a), (b), (c), (d) and (e) below as well as all rights to sue and recover damages or obtain relief for past, present and future infringements of any and all of the following set forth in Paragraphs 1(a), (b), (c) and (d) below and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter, the same to be used and enjoyed by Assignee and for the use and enjoyment of its successors, assigns, designees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made:

(a) (i) all inventions, whether or not patentable, and all domestic and foreign patents (including certificates of invention and other patent equivalents), patent applications and patents issuing therefrom relating to the business of ATI as well as all divisionals, continuations, continuations-in-part, reissues, extensions, revivals and renewals of any patent or patent application and/or directed to the business of ATI or any portion thereof and/or designed and/or developed by or on behalf of Assignor for or at the request of Assignee, or otherwise used in or related to the business of ATI as previously conducted,

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currently conducted or currently proposed to be conducted, including, but not limited to, all of those issued patents and pending patent applications as well as expired patents and abandoned patent applications identified in Schedule A attached hereto, free and clear of any and all debts, liens, claims by or obligations to any person or entity (collectively, the "**Patent Rights**"); (ii) the inventions claimed by Assignor or disclosed in the Patent Rights; and (iii) all foreign counterparts to the Patent Rights (whether patents or patent applications) (all of the foregoing collectively the "**Assigned Patent Rights**");

(b) all trademarks, service marks, trade dress, trade names, corporate names and Internet domain names designed and/or developed by or on behalf of Assignor for or at the request of Assignee, or otherwise used in or related to the business of ATI as previously conducted, currently conducted or currently proposed to be conducted, and all registrations and applications to register any of the foregoing and all common-law rights relating to any of the foregoing, including but not limited to all of those trademarks and services identified in Schedule B attached hereto and all registrations and applications identified in Schedule A attached hereto, together with the portion of Assignor's existing and ongoing business to which any of the foregoing pertains, such portion of ATI's business free and clear of any and all debts, liens, claims by or other obligations to any person or entity, and all goodwill associated with any of the foregoing, and the right to obtain trademark and service mark registrations in the United States of America or foreign countries relating to any of the foregoing (all of the foregoing collectively the "**Assigned Trademark Rights**");

(c) any and all works of authorship in all media now known or later developed, designed and/or developed by or on behalf of Assignor for or at the request of Assignee, or otherwise used in or related to the business of ATI as previously conducted, currently conducted or currently proposed to be conducted, and all copyright rights therein, including but not limited to all works of authorship, content and other elements of any websites located at any of the addresses accessible via any of the domain names identified in Schedule C attached hereto (all of the foregoing collectively the "**Assigned Copyright Works**"), and the right to secure statutory copyrights and renewals, reissues and extensions of such copyrights; to prepare derivative works or adaptations therefrom; to reproduce the Assigned Copyright Works; to distribute copies of the Assigned Copyright Works; to perform the Assigned Copyright Works, including, without limitation, digital transmissions of the Assigned Copyright Works; and to display the Assigned Copyright Works;

(d) any and all trade secrets, "know how," data and confidential information, and any and all other intellectual property rights and proprietary rights not encompassed in the Assigned Patent Rights, Assigned Trademark Rights, and Assigned Copyright Works, designed and/or developed by or on behalf of Assignor for or at the request of Assignee, or otherwise used in or related to the Business as previously conducted, currently conducted or currently proposed to be conducted (all of the foregoing collectively "**Assigned Know How Rights**"); and

(e) all rights, interests, claims, demands and relief recoverable in law or equity, that Assignor had, has or may have for past, present and future infringements of the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and/or Assigned Know How Rights, including, without limitation, the right to compromise, sue for and collect such profits and damages.

2. Assignor hereby acknowledges and agrees that Assignee, as owner of the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and Assigned Know How Rights, may use the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and Assigned Know How Rights for any lawful purpose without restriction, and Assignor waives any and all moral rights Assignor may have to the Assigned Copyright Works in the United States of America and all other

countries, including, without limitation, any rights Assignor may have under 17 U.S.C. § 106A, including, without limitation, any and all rights of identification of authorship, any and all rights of approval, restriction or limitation on use or subsequent modifications.

3. Without further consideration, Assignor and Assignee shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel, or Assignor or its counsel, may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works and Assigned Know How Rights.

4. This Agreement shall be governed by and construed in accordance with the laws of the United States, with respect to patent, trademark and copyright issues, and in all other respects including as to validity, interpretation and effect by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

[Signatures on following page]

IN WITNESS WHEREOF, this Intellectual Property Assignment and Consent Agreement is effective this 8th day of July, 2009.

ASSIGNOR

ATRUA (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC

By: 

Name: Michael J. Brown

Title: CEO

ASSIGNEE

AUTHENTEC, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Intellectual Property Assignment and Consent Agreement is effective this 8th day of July, 2009.

ASSIGNOR

ATRUA (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC

By: _____
Name: _____
Title: _____

ASSIGNEE

AUTHENTEC, INC.

By: *Frederick Jurgenson*
Name: Frederick Jurgenson
Title: VP - General Counsel

SCHEDULE B

TRADEMARKS AND DOMAIN NAMES

TRADEMARKS

Mark	Application No.	Filed Date	Registration No.	Attorney Reference
ATRUA		9/17/2003	U.S. Trademark Reg. No. # 3,056,240	WSGR 29303-TM 1001
ATRUA WINGS	78/370536	2/19/2004	U.S. Trademark Reg. No. # 3,349,206	H&O 05200
FLEXI-CONNEX				WSGR 29303-TM1006
HAPTICWARE				WSGR 29303-TM1004
HAPTORXD	78/370551	2/19/2004		WSGR 29303-TM1003
INTELLEGEN T TOUCH CONTROLS				
SENTRU				
UNLOCKING THE POWER OF MOBILE DEVICES	76/542,508	9/4/2003		WSGR 29303-TM1005 H&O ICI-00300
UNLOCKING THE POWER OF MOBILE DEVICES...AT THE SPEED OF TOUCH	76/574,576	2/9/2004		H&O ICI-00301
UNLOCKING THE POWER OF MOBILE DEVICES	76/685,683	1/10/8		H&O