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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 |
|----------------------|----------|----------------|-----------------------|
| Retica Systems, Inc. | | 03/24/2010 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| Name: | Identix Incorporated | |
|-----------------|--|--|
| Street Address: | 5705 West Old Shakopee Road, Suite 100 | |
| City: | Bloomington | |
| State/Country: | MINNESOTA | |
| Postal Code: | 55437 | |
| Entity Type: | CORPORATION: DELAWARE | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------|----------|--------------------|
| Serial Number: | 77607468 | IDENTITY IN MOTION |

CORRESPONDENCE DATA

Fax Number: (202)585-8080

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-585-8000

Email: nptm@nixonpeabody.com, dmay@nixonpeabody.com,

lgolden@nixonpeabody.com

Correspondent Name: David L. May

Address Line 1: 401 9th Street NW, Suite 900

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

| ATTORNEY DOCKET NUMBER: | 039970-30 |
|-------------------------|-----------------|
| NAME OF SUBMITTER: | Laura D. Golden |
| Signature: | /ldg5x/ |
| Date: | 07/19/2010 |

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and entered into this day of March, 2010, by and between Retica Systems, Inc., a Delaware corporation ("Assignor"), and Identix Incorporated, a Delaware corporation ("Assignee"). Assignor and Assignee may be referred to in this Assignment individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Assignor is the owner of certain Trademarks as described on <u>Schedule 1</u> attached hereto (the "Trademarks"); and

WHEREAS, Assignor desires to assign its entire right, title and interest in and to the Trademarks including the goodwill symbolized by such Trademarks and all rights to recover for past, present and future infringements and all rights corresponding thereto throughout the world, and Assignee desires to acquire such entire right, title and interest in and to the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ASSIGNMENT AND AGREEMENT

- 1. <u>Assignment.</u> Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest in and to the Trademarks including the goodwill symbolized by such Trademarks and all rights to recover for past, present and future infringements and all rights corresponding thereto throughout the world; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made, for the United States and all foreign countries.
- 2. <u>Protection and Enforcement.</u> Assignor irrevocably designates and appoints Assignee as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of intellectual property rights associated with the Trademarks with the same legal force and effect as if executed by Assignor. Assignor further agrees to do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Trademarks, including without limitation, executing such documents as Assignee may reasonably request.
- 3. <u>Miscellaneous</u>. This Assignment shall be binding upon the Parties hereto and their successors. This Assignment will be governed by and construed under the laws of the State of Massachusetts, without regard to conflicts-of-law principles that would require the application of any other law. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The Parties agree that the Recitals contained herein are specifically incorporated into the Assignment by this reference. The undersigned further agree to cause any and all entities or otherwise, which are directly or indirectly controlled or influenced by the undersigned, to transfer the Trademarks.

IN WITNESS WHEREOF, the undersigned has signed this assignment as of the 24th day of March, 2010.

ASSIGNOR: RETICA SYSTEMS, INC.

By: Jan C. M.

ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE: IDENTIX INCORPORATED

Its: Vice President, Finance + Administration

EL: 004244 FRAME: 0414

SCHEDULE 1

<u>Description of Trademarks</u>

Name Registration/Application Number Country of Issue

IDENTITY IN MOTION Serial No. 77607468 U.S.A.

(Filed November 5, 2008)

| The undersigned further direct that this | Written Consent of Stockholders shall take effect |
|---|---|
| immediately as of the date set forth opposite his | |

SIGMA PARTNERS 6, L.P. SIGMA ASSOCIATES 6, L.P. SIGMA INVESTORS 6, L.P.

By: Sigma Management 6, L.L.C. Its: General Partner

Date: 3/24/10

Name: John R. Mandile
Title: Managing Director

Date:

Barry G. Morse

(ASDICIONAL)

The undersigned further direct that this Written Consent of Stockholders shall take effect immediately as of the date set forth opposite his, her or its name.

SIGMA PARTNERS 6, L.P. SIGMA ASSOCIATES 6, L.P. SIGMA INVESTORS 6, L.P.

By: Sigma Management 6, L.L.C. Its: General Partner

Date: By: Name:

Title:

Date: 23 March 2010

(M0161011.1)

RECORDED: 07/19/2010