

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acuprint, Inc.		12/22/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	AP Technology, LLC
Street Address:	5973 Avenida Encinas, Suite 140
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3387360	KEYSTONE AUTHENTICATION
Registration Number:	3234179	FDEXCHANGE
Registration Number:	2715741	ACUPRINT
Registration Number:	3084419	AP TECHNOLOGY
Registration Number:	3585329	APSECURE
Registration Number:	3223781	SECURECHECK
Registration Number:	3072264	TRANSPORTER
Registration Number:	3895550	SECUREPAY

CORRESPONDENCE DATA

Fax Number: 7144645382
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-887-8877
 Email: jlaw@cox.net
 Correspondent Name: Jeffrey Marks

OP \$215.00 3387360

Address Line 1: 9 Chatelaine
Address Line 4: Newport Coast, CALIFORNIA 92657

NAME OF SUBMITTER:	Jeffrey S. Marks
Signature:	/Jeffrey S. Marks/
Date:	12/23/2012

Total Attachments: 2
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TRADEMARK ASSIGNMENT

WHEREAS, Acuprint, Inc., a California corporation ("Assignor"), owns the rights to certain trademarks listed on Schedule 1 hereto (collectively, the "Marks").

AND WHEREAS, Assignor has entered into an Asset Purchase Agreement with AP Technology, LLC, a Delaware limited liability company ("Assignee"), pursuant to which it agreed to sell certain of its assets to Assignee, including, but not limited to, the Marks;

AND WHEREAS, based on the foregoing, Assignor desires to assign all of the Marks to Assignee;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, the said owner of the Marks, hereby sells, assigns, transfers and sets over, unto the ASSIGNEE, and its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the Marks, and all variations thereof, including without limitation, the trademark and trademark applications (the "Applications"), and any common law and all other rights relating to the Marks, together with the goodwill of the business connected with the use of the Marks, the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage or injury to the Marks or such represented goodwill, and all other benefits and rights of ownership of the Marks.

AND ASSIGNOR HEREBY represents and warrants that Assignor owns, and upon consummation of this assignment, ASSIGNEE shall own, the Marks free and clear of any third party right, security interest, mortgage, deed of trust, charge, pledge, proxy, adverse claim, lien, equity, power of attorney, or restriction of any kind, including, but not limited to, any restriction or servitude on the use, transfer, receipt of income, or other exercise of any attributes of ownership of the Marks.

AND ASSIGNOR HEREBY covenants and agrees that it will communicate to the ASSIGNEE, and its successors, legal representatives and assigns, any facts known to Assignor respecting said Marks, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the ASSIGNEE, and its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for said Marks in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22nd day of December, 2012.

"Assignor"

ACUPRINT, INC.

By: 

Richard Love, President

Schedule 1

Trademarks

Trademark	Registration No.	Registration Date
KEYSTONE AUTHENTICATION	3,387,360	February 26, 2008
FDEXCHANGE	3,234,179	April 24, 2007
ACUPRINT	2,715,741	May 13, 2003
AP TECHNOLOGY	3,084,419	April 25, 2006
APSECURE	3,585,329	March 10, 2009
SECURECHECK	3,223,781	April 3, 2007
TRANSPORTER	3,072,264	March 21, 2006
SECUREPAY	3,895,550	December 21, 2010